

Apparently there's a lawyer involved
for you on the claim it's 50 coin
I have all of the 206.5 going to him
in 3 days

That would be fine.

I take it our agreement is off the
table?

Sent

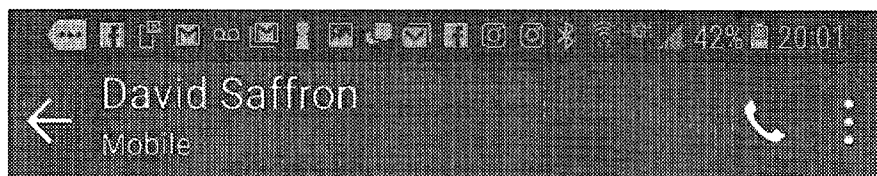
I never wanted that
I was in a coma for 1 week after
robbery then in jail on a stupid fix it
ticket
When I came out
I went submitted to unlock bot
And started contacting people
I said 7 days it will all be paid giving
me time to recoup

Then this lawyer sent letter

Plus I'm hearing from detectives

+ Type a message...





I never wanted that
I was in a coma for 1 week after
robbery then in jail on a stupid fix it
ticket
When I came out
I went submitted to unlock bot
And started contacting people
I said 7 days it will all be paid giving
me time to recoup

Then this lawyer sent letter

Plus I'm hearing from detectives
that Rodney paid the guy
that attacked me and that's
disconnecting

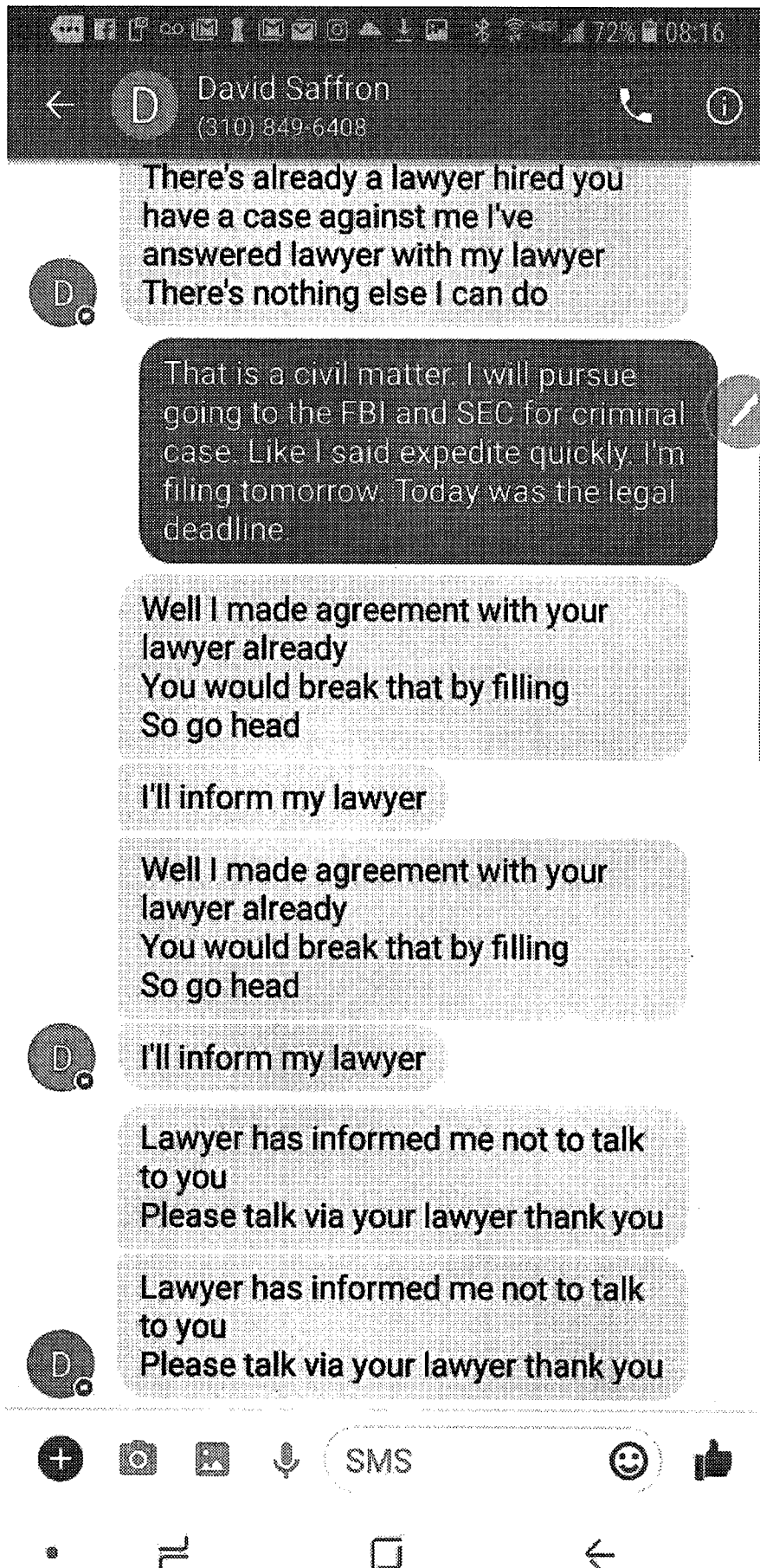
So that's where I am
Take your name of the lawsuit I'll
pay you the 150 as original planned
by Monday

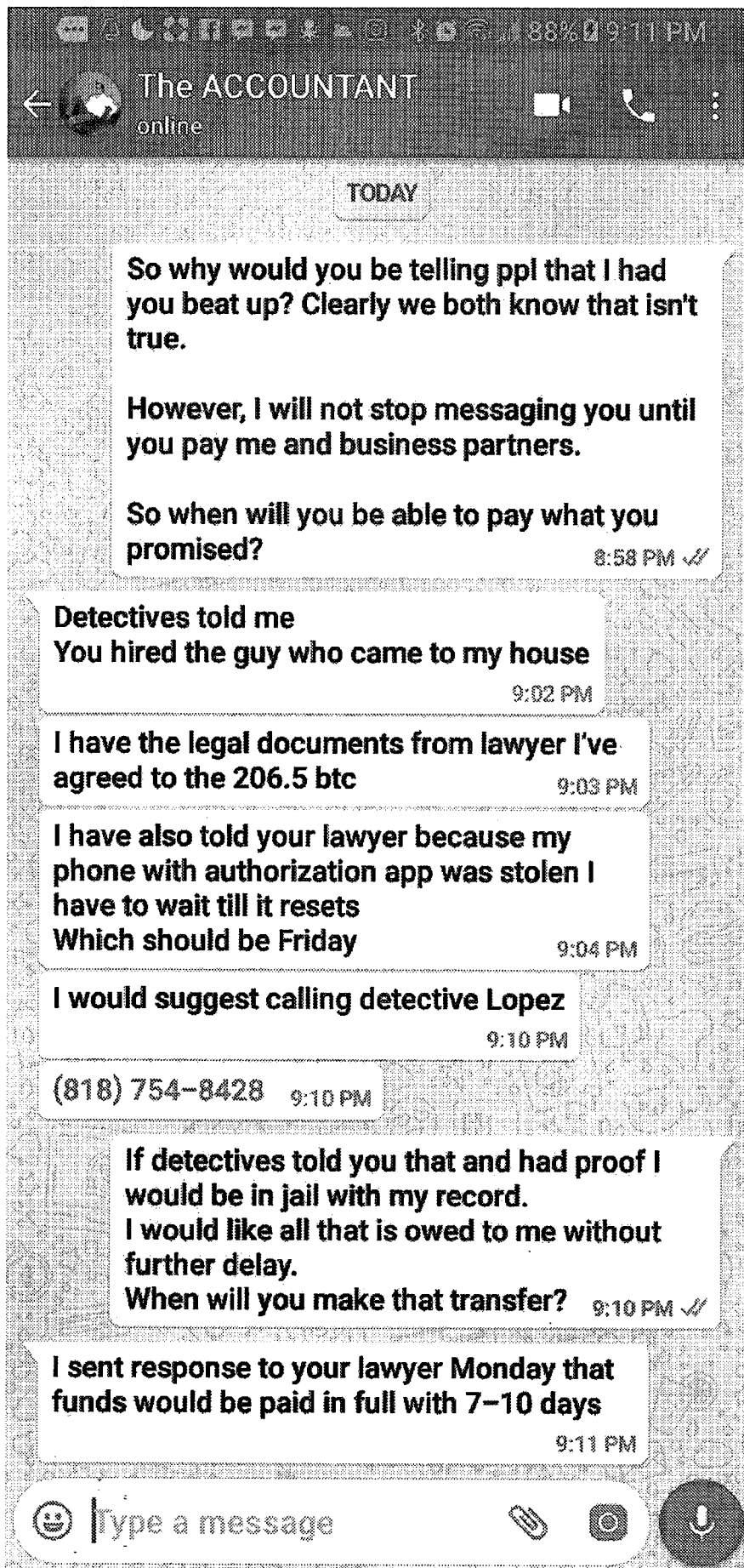
Leave it you'll get the money on
paper Friday

D

+ |Type a message...







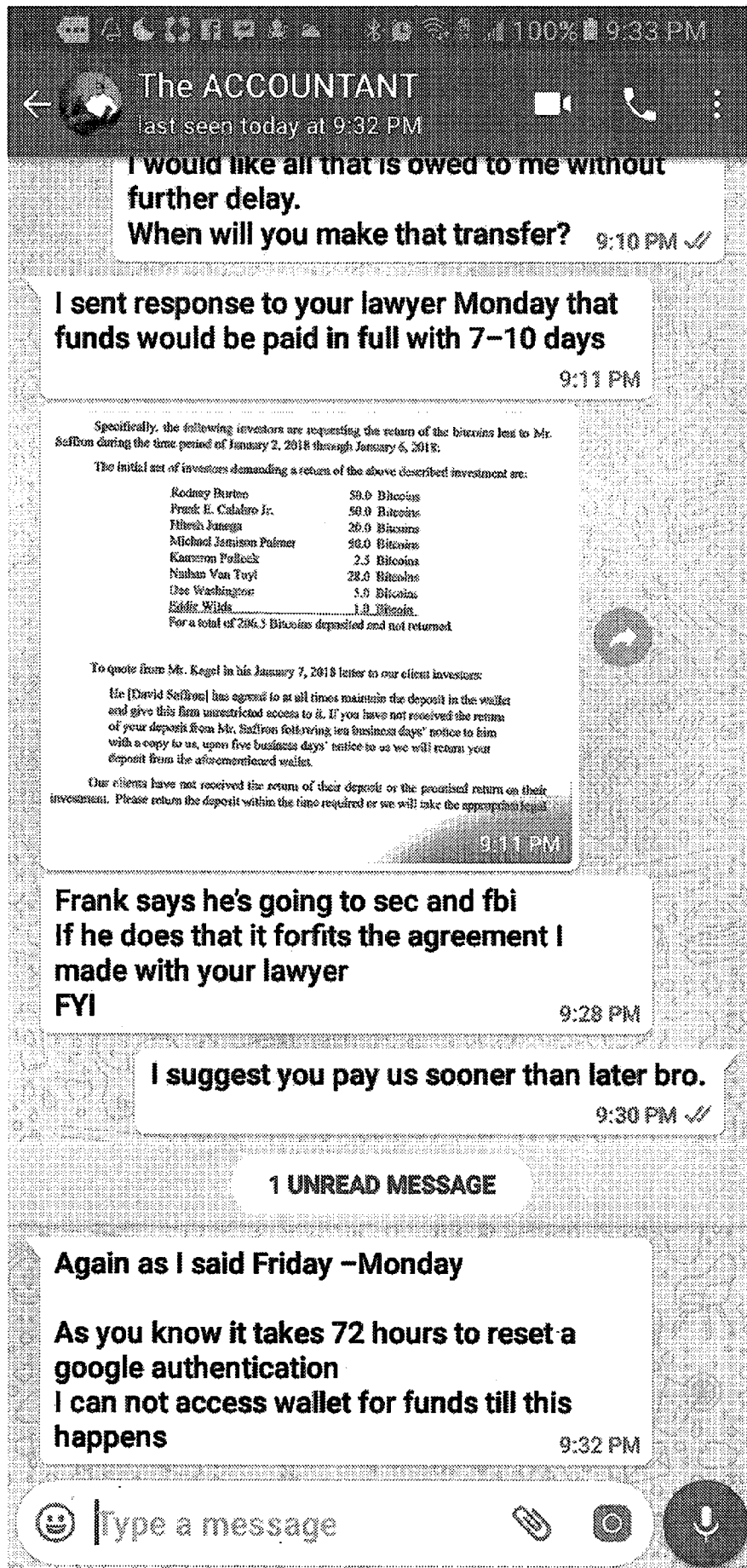


Exhibit 21 - Materials Produced by Participant 8

BUY-SELL AGREEMENT

In exchange for Bitcoin Fund received, David Saffron ("Seller") hereby conveys to Rodney Burton ("Buyer") possession of and ownership (including all right, title and interest) in the following:

Special Deal Outlay 25 (BTC) January 1st 2018 Return 75 (BTC) January 8th 2018 Please Note Regular Conditions Are 7 day Outlay Return 14 Days after initial outlay Returned 2-1 Total 3-1

The checked term applies:

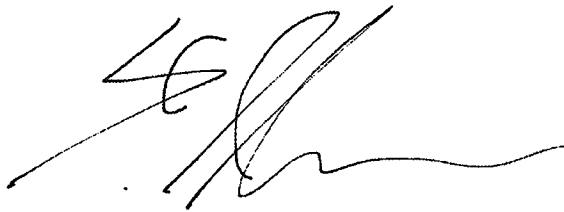
☒ This sale is "as-is" with no warranties of any kind, express or implied, except that Seller warrants that what is being sold is rightfully owned by Seller and free of any valid ownership or financial claims from third parties. This sale is final. Buyer has no right to a return, exchange or refund.

☐ The Seller provides the following warranty to the item/s being sold: _____

The laws of the state of California govern this agreement and any disputes arising from it must be handled exclusively in courts in that state. The prevailing party in any dispute will be entitled to recover reasonable costs and attorneys' fees.

This is the parties' entire agreement on this matter, superseding all previous negotiations or agreements. Signing a copy of this agreement, physical or electronic, will have the same effect as signing an original.

Signatures



David Saffron

Bitcoin wealth managment

Signed: January 3, 2018 at 07:43 GMT



Rodney Burton

Signed: January 3, 2018 at 18:46 GMT

Audit Trail

Draft created by davidsaffron2211@mail.com

January 3, 2018 at 07:43 GMT

ESigned by davidsaffron2211@mail.com
while logged in as davidsaffron2211@mail.com

January 3, 2018 at 07:43 GMT

ESigned by gotmillionsonline@gmail.com
from a request sent to gotmillionsonline@gmail.com

January 3, 2018 at 18:46 GMT

Agreement Completed

January 3, 2018 at 18:46 GMT

Agreement copy emailed by Shake to
gotmillionsonline@gmail.com

January 3, 2018 at 18:47 GMT

Agreement copy emailed by Shake to davidsaffron2211@mail.com

January 3, 2018 at 18:47 GMT

Bitcoin Multiplier

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The New U (HGH)

FREE CREDIT REPAIR...

Success Club

SuperAstars

The Inner Circle Team

GMC INC

BitcoinRodney.com

Jake The Skate Roll Bo...



Write a comment...



Rodney Burton

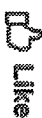
January 18, 2018

#BitcoinRodney

Whats up guys, bout to get you guys updated with results, the reason you have not seen any updates cause I have not received any results. I overstand delays and blockchain events however I will not tolerate bullshitting me or my team members every day.... See More

Russ Curran, Jane Oratu and 9 others

2 Comments · Seen by 30



David Saffron please note in every case over last 8 months my platform is 2-1 in 21 days , I've been swarmed in last several days on deals closed from Vegas office.

im working on positions now even though markets have crashed in last week I have come up on top for you.

D

Like · 1y

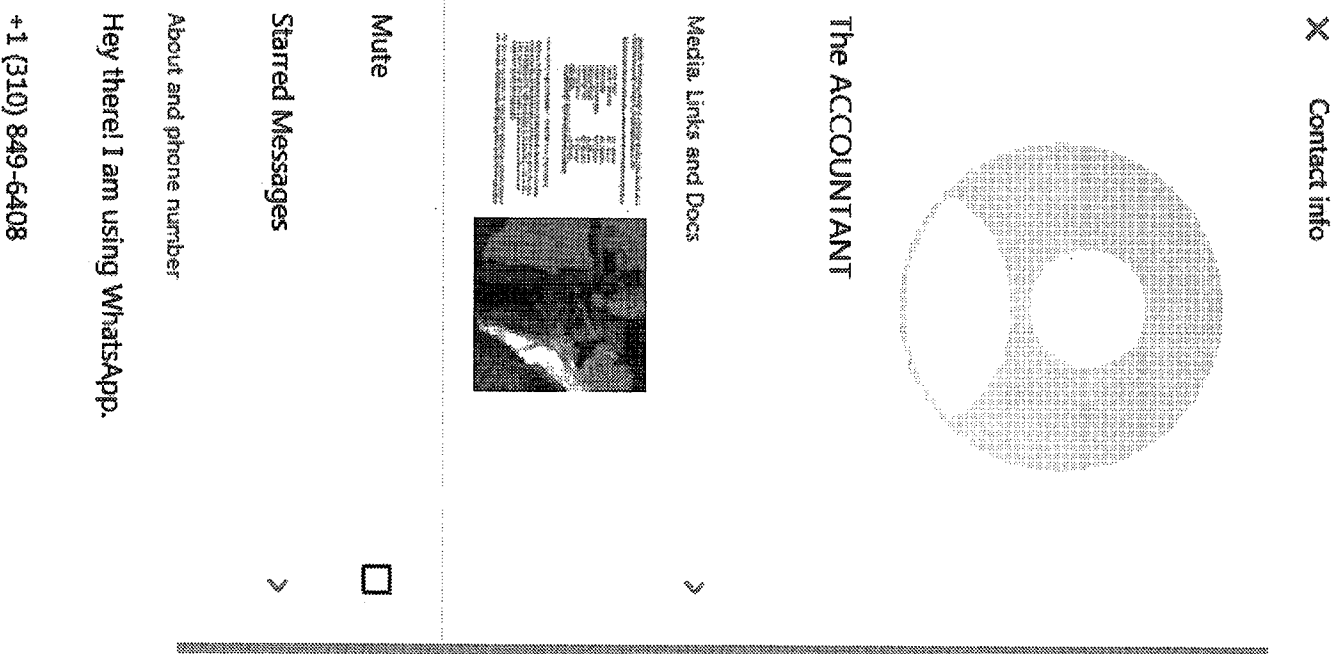
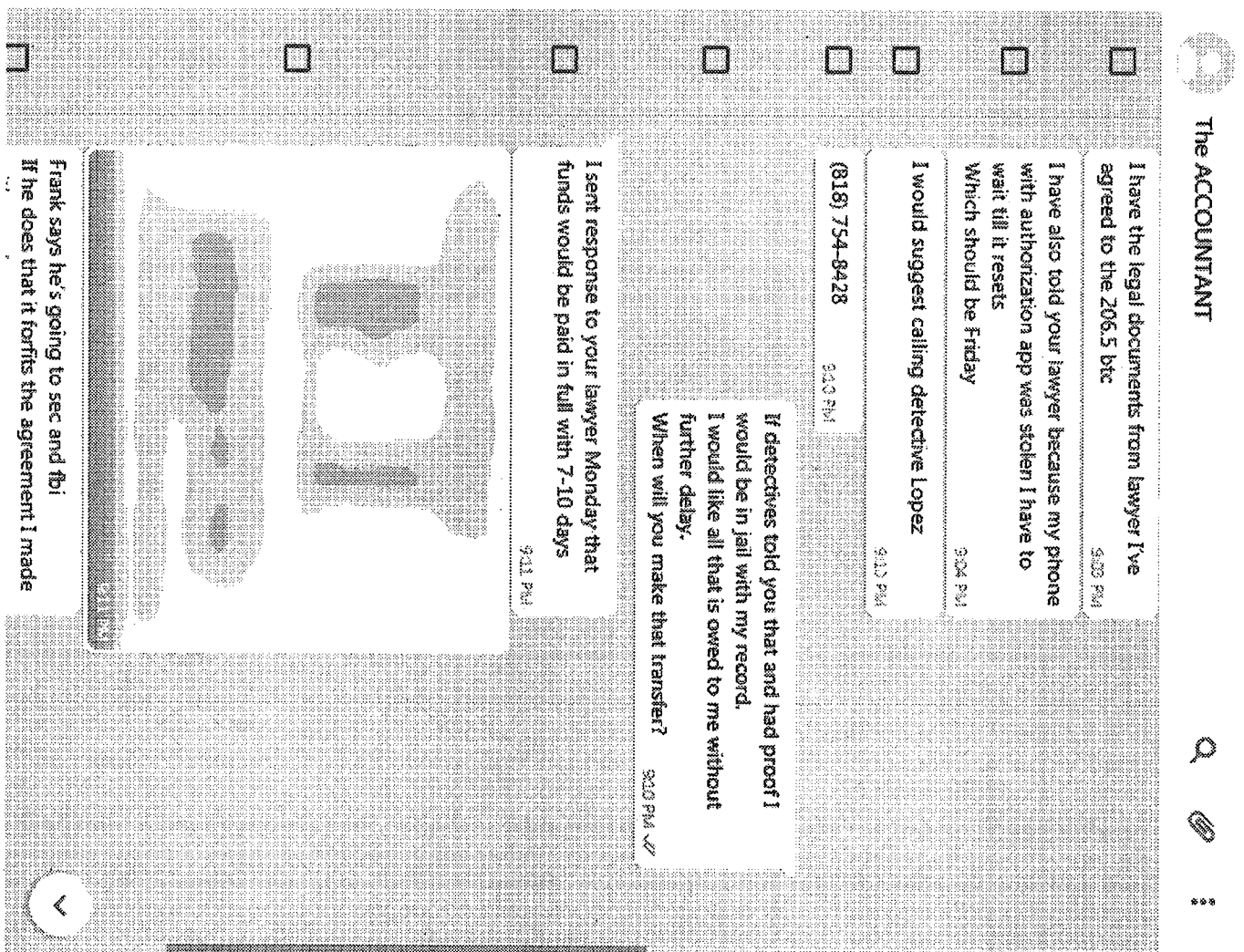


Rodney Burton To everyone in this group that knows me, I'm not the drama type, I avoid it at all cost and even most times will ignore it. However, I agree with Mr. David Saffron about his 21 day turn around, however, we were told separately that when you add more the dates change, now I will not post my contract that I have from D, I also think he is very brilliant and smart beyond ppl that I know but at the end of the day results is what matters.

Like · Reply · 1y



5



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GMC INC

BitcoinRodney.com

20+

20+

20+

3

Like

Comment

PJ Contorno That's a damn shame that people do business like that

Like · Reply · 1y

Troy Rudd

10/16/19

10/16/19

10/16/19

10/16/19

10/16/19

10/16/19

Like · Reply · 1y

David Saffron Well when you get the coins you can say yeah what a damn shame I made double my money in 21 Days

Like · 1y

Dee Dee Albert 21 days will actually be Sunday the 21st. IUS

Like · Reply · 1y

SDKD-Burton-0000000006

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SuperAllstars

The Inner Circle Team

 GMC INC 20+ BitcoinRodney.com 20+

Jake The Skate Roll Bo...

See more

**Rodney Burton**

January 19, 2018

#BitcoinRodney

Mr. David Saffron do not have anyone else contact me or call me asking me to cool down when I have a legal contract with you. Now unless they are willing to come meet me and my security face to face its a waste.

Now you say its a 21-day contract, but you signed a contract with me for only a few days on January 1st.

I also have several text saying you would pay every day of the last few days....

So I'm going to give it the benefit of the doubt even though you have told me every day you would that it is 21 days which is only 3 to 5 days away from now.

And if you would like for me to speak to ppl, just let me know the meeting place and I will be on the next flight just like I was in Vegas and Miami. I got security too.

BUY-SELL AGREEMENT

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Special Deal Outlay 25 (BTC) January 15t 2018 Return 75 (BTC) January 8th 2018 Please Note Regular Conditions Are 7 day Outlay Return 14 Days after initial outlay Returned 2-1 Total 3-1

The checked term applies:

☒ This sale is "as-is" with no warranties of any kind, express or implied, except that Seller warrants that what is being sold is rightfully owned by Seller and free of any valid ownership or financial claims from third parties. This sale is final. Buyer has no right to a return, exchange or refund.

Russ Curran, Dee Washington and 4 others

4 Comments Seen by 27

Like

Comment



Pj Contorno That's a damn shame that people do business like that!

Contact info

2023

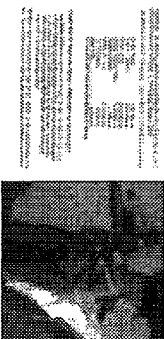


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 ۷۹
 ۸۰
 ۸۱

3034

22

✓



Hey there! I am using WhatsApp.

+1 (310) 849-6408

14

Plus

Exhibit 22 - Materials Produced by Participant 13

Message

From: Brett J. Marshall, Esq. [bjmlaw@gmail.com]
Sent: 5/30/2019 1:22:07 PM
To: Malas, George [/o=CFTC/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=gmalas]
Subject: [EXTERNAL] Re: David Saffron Matter

The following is message JUST posted by David Saffron in the Circle Society Official Feed which uses the Telegram App as its platform.

Just thinking, if you wanted to receive these messages directly, i could get you an invite on the feed. Circle Society uses this feed to generate messages and updates.

Here is the message, it explains what he claims to be doing pretty well.

From David Saffron:

"Good Morning Circle Family today is Thursday 30th of May 2019 and this is your update:

People we have had bad times but those times are coming to an end fast....

This June somewhere in the middle of it, a Balloon is coming and when it pops, not a one of you will be disappointed.

Last Night a fellow member of our private invitation only society asked me...

What does Circle do? How do you make coin for us?

Here is the basic answer we do arbitrage trading* through A.I proximity 5500-17500 trades an hour.

<https://www.youtube.com/watch?v=TO7DQwpCPQg>

Here is a link to a video on YouTube "Crypto Arbitrage Explained for Dummies!"

Other ways to think about it ... click here

<https://www.tradingview.com/symbols/BTCUSD/>

See how there are 9 markets and the coin has a different Fiat (\$) value on each, our Bot buys and sells between markets making up difference as it goes.

Let's say it starts by buying BTC at 8800 on one market it then sells BTC at 8930 on another making the difference in profit, now let's say it could do 5500+ of these transactions an hour.

This is why we need constant new coin ...

Why not use the coin on KUCOIN to trade.... Family really? Would you after the times we've had with them as it stands it will be well into 2020 before I retrieve all the coin from that exchange, if I keep trading coins there it might at the rate there going take years to get out.

CS trades on several exchanges currently, Bitfinex, Kraken, Forex and OKCoin but we can only trade the coin we have in stock

In this case coin taken in for endgame, daily and Karma-Taj

The A.I will cover all these plans and the excess is used for high yield leverages.

an example : Last night I put in 3 high leverage 50 to 1 that the coin would reach 8950,8990,9010

I closed all these positions between 9:03-9:27am pst

I have reverse positions now 8500,8450,8300 looks like at time of press ive closed one of those already.

You must have nerves of steel to navigate the losses of exchange
you cannot EVER bring emotion to the table

So family now that you maybe understand a bitHELP

Get on the phone bring a friend in get those daily's sold , so we can start them up on Monday

lets get this train back on track

I wish you all success and a wonderful day

ADMIN"

On Thu, May 30, 2019, 10:07 AM Brett J. Marshall, Esq. <bjmlaw@gmail.com> wrote:

George,

I did want to ask you a couple of questions.

Is there an active investigation of David Saffron already with the CFTC?

Reason I ask is them at it had been stated both by Ryan Lyden and Samarth (Sam) Verma that David had been
deposed by the CFTC on or about March 26, 2019.

I am questioning whether David put out this back story of an ongoing investigation in an effort for them to
NOT contact the CFTC. (I could see David doing this)

Respectfully,
Brett J. Marshall, Esq.

On Thu, May 30, 2019, 8:33 AM Malas, George <GMalas@cftc.gov> wrote:

Hi Mr. Marshall,

Per our conversation earlier, my colleague (Danielle Karst) and I will call you in a few minutes to discuss
your investment(s) with Mr. Saffron and answer any questions that you may have.

I have also attached a copy of the Commission's Statement to Persons Providing Information about
Themselves to the Commodity Futures Trading Commission. Thank you in advance for your time and
cooperation.

Best regards,

George

George H. Malas, CAMS, CFE

Futures Trading Investigator

Commodity Futures Trading Commission, Division of Enforcement

1155 21st Street, NW | Washington, DC 20581 | Tel: 202.418.5249 | Fax: 202.818.3129

gmalas@cftc.gov | www.cftc.gov





Exhibit 23 - Materials Produced by Participant 14

st
s/signin&return_to=https%3A%2F%2Fcirclesociety.zendesk.com%2Fhc%2Fen-us%2Farticles%2F360025611531-About-Us&loc

Circle Society (/hc/en-us) > News and Site Info (/hc/en-us/categories/360001574211-News-and-Site-Info) > News and Site Info (/hc/en-us/sections/360002050492-News-and-Site-Info)

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March 25th, 2019
(/hc/en-us/articles
/360025477772-
Important-update-
March-25th-2019)

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us/articles
/360025611531-
About-Us)

Be smart with your
coins. (/hc/en-
us/articles
/360015545091-Be-
smart-with-your-
coins-)

Circle Society is an automated crypto-currency trading system that gives fixed returns over time using leveraged high-frequency algorithmic trading via statistical arbitrage.

Bitcoin is still a new and inefficient market. Several Bitcoin exchanges exist around the world and the bid/ask prices they propose can be briefly different from an exchange to another. The purpose of Circle Society is to automatically profit from these temporary price differences and movements while being conservatively market-neutral.

Leveraged: CS uses long and short positions to multiply potential gains, while minimizing losses

High-frequency: CS makes many trades in very short time periods

Algorithmic: CS detects and exploits trends in pair trading opportunities

Related

Importar
/click&dc
%3D%3D-
Be smart
/click&dc
806ef1dc
General
%3D%3D-
Duplicati
/click&dc
ae4534;
Helpful re
/click&dc
2f92b54c

Terms, Conditions & Disclaimers,

Updated 7 days ago

You must be 18 years of age or older to join Circle Society

Please note that plans can and will always change. We reserve the right to end a plan early based on market supply and bot overload. Always check the website for all the plans that are available

1. Terms & Agreements

The Circle Society
Members Agreement ☐

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Terms And Agreements

This is a binding Agreement between The Circle Society, Inc. (“The Circle Society” or “We”) and the person, persons, or entity (“You” or “Your”) using their service. By using any services made available through the Circle Society website (<https://www.CircleSociety.com>), or Circle Society affiliates, you agree that you have read, understood and accepted all of the terms and conditions contained in this Terms of Use agreement, as well as our Privacy Policy and Consent Form which have incorporated

the GDPR regulation. As this is a legally binding contract, please carefully read through this agreement and related notices before using any of our Services. By registering, accessing or using Circle Society, you have agreed to the terms and conditions as laid out in this User Agreement. Should you disagree to this User Agreement, please proceed to initiate the account lock function (for existing users) and stop the usage of Circle Society and any of its services.

For more information on Circle Society, you can refer to the company and license information. If you have questions regarding this agreement, please feel free to contact Circle Society for clarification via our Customer Support team

1) Rights and Obligations

The Circle Society provides their services solely on the terms and conditions set forth in this Agreement and on the condition that You accept and comply with them. By using their services You (a) accept this Agreement and agree that You are legally bound by its terms; and (b) represent and warrant that: (i) You are of legal age to enter into a binding agreement; and (ii) if You are a corporation, governmental organization or other legal entity, You have the right, power and authority to enter into this Agreement on behalf of the corporation, governmental organization or other legal entity and bind them to these terms.

The Circle Society services do not constitute an account where We or other third parties serve as financial intermediaries or custodians of Your cryptocurrencies(s).

While their services has undergone beta testing and continues to be improved by feedback from the users and developer community, We cannot guarantee there will not be bugs in the System. You acknowledge that Your use of this Service is at Your own discretion and in compliance with all applicable laws. You are responsible for safekeeping Your passwords, private key pairs, PINs, and any other codes You use to access the Software.

All transaction requests are irreversible. The authors of the content, employees and affiliates of The Circle Society, copyright holders, and The Circle Society, Inc. cannot retrieve Your private keys or passwords if You lose or forget them and cannot guarantee transaction confirmation as they do not have control over the network.

2) Disclaimer

Circle Society services are provided "as is", without warranty of any kind, express or implied, including but not limited to the warranties of merchantability, fitness for a

particular purpose and non-infringement. In no event shall the authors of the software, employees and affiliates of the circle society, copyright holders, or the circle society, inc. be liable for any claim, damages or other liability, whether in an action of contract, tort or otherwise, arising from, out of or in connection with their services or the use or other dealings with the Circle Society.

In no event will the circle society or its affiliates, or any of its or their respective service providers, be liable to you or any third party for any use, interruption, delay or inability to use the system, lost revenues or profits, delays, interruption or loss of services, business or goodwill, loss or corruption of data, loss resulting from system or system service failure, malfunction or shutdown, failure to accurately transfer, read or transmit information, failure to update or provide correct information, system incompatibility or provision of incorrect compatibility information or breaches in system security, or for any consequential, incidental, indirect, exemplary, special or punitive damages, whether arising out of or in connection with this agreement, breach of contract, tort (including negligence) or otherwise, regardless of whether such damages were foreseeable and whether or not we were advised of the possibility of such damages.

2.

3) Intellectual Property

3.1) Branding & Trademark

We retain all right, title, and interest in and to the Content and all of The Circle Society's brands, logos, and trademarks, including, but not limited to, The Circle Society Inc., The Circle Society, www.circlesociety.com, and variations of the wording of the aforementioned brands, logos, and trademarks.

3.2) Services

You agree and acknowledge that we own all right, title and interest to and in the Services, the associated software, technology tools and content, the The Circle Society website, the content displayed on the website, and other materials produced by and related to The Circle Society (collectively, the The Circle Society IP). You are only permitted to use the Services and the The Circle Society IP to purchase and receive payments, according to these Terms. When you accept the Terms, we grant you a personal, limited, revocable and non-transferable license to use the The Circle Society IP, without the right to sublicense. You shall not rent, lease, sublicense, distribute, transfer, copy, reproduce, download, display, modify or timeshare the The Circle Society IP or any portion thereof, or use the The Circle Society IP as a component of or a base for products or services prepared for commercial sale, sublicense, lease, access or distribution. You shall not prepare any derivative work based on the The Circle Society IP, nor shall you translate, reverse engineer, decompile or disassemble the The Circle Society IP.

4) Choice of Law

This Agreement, and its application and interpretation, shall be governed exclusively by the laws of the State of Nevada, USA, without regard to its conflict of law rules. You consent to the exclusive jurisdiction of the federal and state courts located in or near Nevada, USA for any dispute arising under this Agreement.

5) Severability

In the event any court shall declare any section or sections of this Agreement invalid or void, such declaration shall not invalidate the entire Agreement and all other paragraphs of the Agreement shall remain in full force and effect.

6) Binding Agreement

The terms and provisions of this Agreement are binding upon Your heirs, successors, assigns, and other representatives. This Agreement may be executed in counterparts, each of which shall be considered to be an original, but both of which constitute the same Agreement.

You assume any and all risks associated with the use of the Software. We reserve the right to modify this Agreement from time to time.

Account Registration & Requirements

7) Registration

All users must register for a Circle Society Account before using the site. To register for an account, you must provide your real name, email address and password, as well as accept the Terms of Use, Privacy Policy and Consent Form. Depending on certain conditions and in our sole discretion, we may refuse to open an account for you.

8) Eligibility

By registering to use a Circle Society Account, you have affirmed that you are at least 18 years old and are an individual, legal person or other organization with full legal capacity to enter into this User Agreement between you and Circle Society. If you are not, you and your guardian shall undertake all consequences resulting from your actions and Circle Society shall have the right to cancel or freeze your account in addition to filing claims against you and your guardian for compensation.

9) Generally

In order to use the Services, you must open a Circle Society account. When you open an account, we will ask you for contact information such as your name, phone number, email address, wallet address, and information relating to the ultimate beneficial owner or the most senior individual from the organization. We will also ask you for information on your business, including your business's legal name or DBA, physical address of the business, and your company's website. The information that you provide at the time of account opening must be accurate and complete and you must inform us within ten business (10) days of any changes to such information. We may require additional information from you (including any person signing below or otherwise agreeing to the Terms on behalf of the merchant) to help verify your identity and assess your business risk, such as your date of birth, tax identification number, or government-issued identification. We may also obtain information about you from third parties, such as credit bureaus and identity verification services. We have the right to reject your account registration or to later close your The Circle Society account, if you do not provide us with accurate, complete, and satisfactory information.

The Circle Society is a registered Money Service Business with FinCEN and is a licensed money transmitter in numerous states. As a regulated business, The Circle Society is required to comply with the Bank Secrecy Act, which requires The Circle Society to verify merchant identities, maintain records of currency transactions for up to seven years, and report certain transactions. In the event that an account is closed by The Circle Society or at the request of the account holder, even without completing the onboarding process or performing a transaction, records must be held as prescribed by law.

10) User Identity Verification

With registration of an account on Circle Society, you agree to share personal information requested for the purposes of identity verification. This information is used specifically for the detection of money laundering, terrorist financing, fraud and other financial crimes on the Circle Society platform. In addition to providing this information, to facilitate compliance with global industry standards for data retention, you agree to permit us to keep a record of such information for the lifetime of your account plus 5 years beyond account closing. You also authorize us to make inquiries, either directly or through third parties, that are deemed necessary to verify your identity or to protect you and/or us against financial crimes such as fraud.

The Identity Verification information we request may include, but is not limited to, your: Name, Email Address, Contact Information, Telephone Number, Username, Government Issued ID. In providing this required information, you confirm that it is accurate and authentic. Post-registration, you must guarantee that the information is truthful, complete and updated in a timely manner with any changes. If there is any reasonable doubt that any information provided by you is wrong, untruthful, outdated or incomplete, Circle Society shall have the right to send you a notice to demand corrections, remove relevant information directly and, as the case may be, terminate all or part of Circle Society

Service to you. You shall be solely and fully responsible for any loss or expenses incurred during the use of Circle Society Service if you cannot be reached through the contact information provided. You hereby acknowledge and agree that you have the obligation to keep all information provided up to date if there are any changes.

11) Account Usage Requirements

Circle Society accounts can only be used by the person whose name they are registered under. Circle Society reserves the right to suspend, freeze or cancel accounts that are used by persons other than the persons whose names they are registered under. Accordingly, Circle Society will not take legal responsibility for these accounts.

12) Prohibition of use

By accessing and using Circle Society and any of its services, you acknowledge and declare that you are not on any trade or economic sanctions lists, such as the United Nations Security Council Sanctions List and its equivalent. Circle Society maintains the right to select its markets and jurisdictions to operate and may restrict or deny its services to certain countries. The content of this Agreement shall not be excluded from the laws of the country under which the user belongs. Circle Society maintains its stance that prohibited users are not to use or access Circle Society and any of its services.

13) Representation and Warranties

Use of the Services is subject to the laws and regulations of the United States regarding the prevention of terrorist financing and anti-money laundering. You agree and acknowledge that your use of the Services would and will comport with such laws and regulations, including, without limitation, the sanctions programs administered by the Office of Foreign Assets Control of the United States Department of the Treasury.

Your use of the Services is also subject to the following important restrictions:

1. You are at least eighteen (18) years old or older and have the right, power and contractual capacity to agree to these Terms.
2. Your use of the Services will not contravene any applicable international, federal, state or local law or regulation, including applicable tax laws and regulations.
3. Your use of the Services will not relate to the following prohibited activities:
 1. Sales of narcotics, research chemicals or any controlled substances;
 2. Sales of cash or cash equivalents, including items used for speculation or hedging purposes (such as derivatives), and the sale or trade of cryptocurrencies;
 3. items that infringe or violate any intellectual property rights such as copyrights, trademarks, trade secrets, or patents;;
 4. ammunition, firearms, explosives (including fireworks), or weapons regulated under applicable law or as determined by us; or

5. transactions that show the personal information of third parties in violation of applicable law;
 6. transactions that support pyramid, Ponzi, or other "get rich quick" schemes;
 7. transactions that are related to cloud-mining;
 8. provide credit repair or debt settlement services;
 9. any services which compete with The Circle Society;
 10. Explicit sexual content;
 11. Sales of Kratom or Nootropics
4. If your use of the Services relates to one of the following restricted activities, your activities are subject to internal review and you are only allowed to transact when expressly authorized by The Circle Society in writing:
1. Engaged in Foreign Exchange, Money Service Business activities (as defined by the Financial Crimes Enforcement Network of the United States Department of the Treasury) or E-wallets;
 2. Engaged in selling cryptocurrency mining hardware;
 3. Providing Currency exchange services;
 4. Transaction that are associated with purchases of annuities or lottery contracts, layaway systems, banking, offshore banking, transactions to finance, investing, investment related products or
 5. Transactions that involve gambling or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, and sweepstakes, unless you have obtained our prior written approval and you and your customers are located exclusively in jurisdictions where such activities are permitted by law.

14) Our Right to Reject

We reserve the right to decline to process a sale if we reasonably believe that it violates these Terms or would expose you, other members, or other parties to harm. If we reasonably suspect that your The Circle Society account has been used for an illegal purpose, you authorize us to share information about you, your The Circle Society account, and your account activity with law enforcement.

15) Our Right to Inspect

We may ask for permission to inspect your business location in connection with your use of the Services, or documentation or evidence to support specific transactions. If you refuse our request, we may suspend or terminate your The Circle Society account.

Member Terms of Use

TERMS UPDATED ON AUGUST 29, 2018

These Merchant Terms of Use ("the Terms") govern your use of the products, services or any other features, technologies or functionalities (the "Services") provided by The Circle Society, Inc. (The Circle Society, we, our, or us) through The Circle Society's website, API or through any other means. The terms "you" and "your" refer to the merchant to which we will be providing the Services and the person signing below or otherwise agreeing to the Terms on behalf of the merchant. Please read the Terms carefully; by using the Services, you agree to the Terms and confirm that you accept them.

16) Account Security

Circle Society prioritizes maintaining the safety of those user funds entrusted to us and has implemented industry standard protections for our platform. With that said, there are account-level risks that are created by individual user actions. We request that you understand the need to independently take safety precautions to protect your own account and personal information.

You shall be solely responsible for the safekeeping of your Circle Society account and password on your own, and you shall be responsible for all activities under your log-in email, Circle Society account and password (including but not limited to information disclosure, information posting, consent to or submission of various rules and agreements by clicking on the website, online renewal of agreement, etc.).

You hereby agree that:

5. you will notify Circle Society immediately if you are aware of any unauthorized use of your Circle Society account and password by any person or any other violations to the security rules;
6. you will strictly observe the security, authentication, dealing, charging, withdrawal mechanism or procedures of the website/service; and
7. you will log out from the website by taking proper steps at the end of every visit.

Circle Society will not be responsible for any loss or consequences caused by your failure to comply with the above Account Security provision.

You will choose a password when registering your account. You are responsible for maintaining the confidentiality of your password and account access information.

You hereby agree that:

8. you will notify us immediately of any unauthorized use of your password or account or any other breach of security.
9. You will not allow other members to use your account.
10. You will not use anyone else's password at any time.

17) Guidelines for usage of services on Circle Society

You hereby agree to observe the following covenants during your use of services on Circle Society:

- o All the activities that you carry out during the use of Circle Society Service will be in compliance with the requirements of applicable laws, regulations, as well as the various guidelines of Circle Society,
- o will not be in violation of public interests, public ethics or other's legitimate interests,
- o will not constitute evasion of payable taxes or fees and will not violate this agreement or relevant rules.

If you violate the foregoing promises and thereby cause any legal consequence, you shall independently undertake all of the legal liabilities in your own name and indemnify Circle Society from all actions, claims, or costs arising from such violation. You will not use any data or information displayed on the site for commercial purposes without the prior written consent of Circle Society. You will use the site in accordance with the Terms of Use and Privacy Policy, without taking acts of unfair competition nor attempting to intervene with the normal operation of Circle Society. Examples of such malicious acts include, but are not limited to

- o using a device, software or subroutine to interfere with the site
- o overloading network equipments with unreasonable data loading requests
- o executing malicious sales or purchases on the market

By accessing the Circle Society Service, you agree that Circle Society shall have the right to unilaterally determine whether you have violated any of the above covenants and take actions to apply relevant rules without receiving your consent or giving prior notice to you. Examples of such actions include, but are not limited to

- o block and close order requests
- o freezing your account
- o reporting the incident to authorities
- o publishing the alleged violations and actions that have been taken
- o deleting any information you published that is in violation

If your alleged violation causes any losses to a third party, you shall solely undertake all the legal liabilities in your own name and hold Circle Society harmless from any loss,

fine or extra expenses. If, due to any alleged violation Circle Society incurs any losses, is claimed by any third party for compensation or suffers any punishment imposed by any administrative authorities, you shall indemnify Circle Society against any losses and expense caused thereby, including reasonable attorney's fee.

17.1) Stacking Accounts:

Account stacking is expressly forbidden within Circle Society. Account Stacking is when a Circle Society member creates a primary account, and then one or more sub accounts. Thus the member then begins (often using only the sub accounts to purchase plans) in a effort to take a commission from their own purchases. If account stacking is suspected or discovered, the accounts, (up too, but not limited to the violator's sponsor account) will result in account suspension, and pending Circle Society Investigation, possible termination and remuneration for all referral payouts contained within the time of infraction.

17.2) Duplicate wallets

The use of a crypto wallet across multiple accounts is expressly forbidden. Each wallet can be assigned to only one account. Any use of duplicate wallets will result in account suspension, and pending Circle Society Investigation

, possible termination.

17.3) Social Media and Group Blasts

The Circle Society is a "Word of Mouth" & "By Invitation Only" membership site. The Circle Society does not allow postings of its workings, or any form of advertisement (International or Domestic) or on any social media sites or mass blast. This includes sites like Facebook, Instagram, Twitter, Tumbler, Grinder, Myspace, Ello, Snapchat, LinkedIn, Lifebook, OkCupid, Livejournal, SnapChat, Tik Tok, Viber, YouTube, QZone, &/or any individual blogs, websites, or public medium (Electronic or Printed) not listed. Any mention of Circle Society on Social Media or as Group Blast will result in account suspension, and pending Circle Society Investigation, possible termination.

17.4) Communication with staff and support

Circle Society strives strongly to be accessible for communication about its services, as well as any issues that may arise. Any concerns must be submitted via the support page on www.CircleSociety.com. Support tickets are dealt with on a "First Come, First Served" basis, and our staff will get to your submission in the order it was received. Each query to support must be submitted to its own support ticket. Duplicate tickets for the same issue is considered "spamming" our support system will drop your ticket(s) to the bottom of the support queue.

Communication between Members and Circle Society staff must always be respectable, and professional. The use of Swear words, threats, or intimidation tactics will not be tolerated, and is at the leisure of both parties to suspend communication and file a grievance. Repeat violations will result in account suspension, and pending Circle Society Investigation, possible termination.

18) Violations of terms

If a Circle Society member is found in violation of any (but not limited too) of these acts contained within these terms, than Circle Society reserves the right to suspend and/or terminate the violating members accounts, and in the event of termination for any violation, all active plans will become forfeit, without recourse of refund or resubmission.

18.1) Accidental Violation

If a member accidentally commits a violation of these agreements, and reports the infraction to a Circle Society Support Member (prior to its discovery by Circle Society), our staff will assist you in resolving the situation to the best of their ability.

19) Termination of Agreement

You agree that we have the right to immediately suspend your account (and any accounts beneficially owned by related entities or affiliates), freeze or lock the funds in all such accounts, and suspend your access to Circle Society if we suspect any such accounts to be in violation of the Terms of Service, Privacy Policy, AML/CTF acts or any applicable laws & regulations. Circle Society shall have the right to keep and use the transaction data or other information related to such accounts. The above account controls may also be applied in the following cases:

- The account is subject to a governmental proceeding, criminal investigation or other pending litigation
- We detect unusual activity in the account
- We detect unauthorized access to the account
- We are required to do so by a court order or command by a regulatory/government authority

In case of any of the following events, Circle Society shall have the right to directly terminate this agreement by cancelling your account, and shall have the right to permanently freeze (cancel) the authorizations of your account on Circle Society and withdraw the corresponding Circle Society account thereof:

- after Circle Society terminates services to you,
- you allegedly register or register in any other person's name as Circle Society user again, directly or indirectly;

- the main content of user's information that you have provided is untruthful, inaccurate, outdated or incomplete;
- when this agreement (including the rules) is amended, you expressly state and notify Circle Society of your unwillingness to accept the amended service agreement;
- any other circumstances where Circle Society deems it should terminate the services.

Should the account be terminated, the account & transactional information required for meeting data retention standards will be securely stored for five years. In addition, if a transaction is unfinished during the account termination process, Circle Society shall have the right to notify your counterparty of the situation at that time.

19.1) Remaining funds after account termination (normal)

Once the account is closed/withdrawn, all remaining balance (which includes charges and liabilities owed to Circle Society) on the account will be payable at once to Circle Society. Upon payment of all outstanding charges to Circle Society (if any), the user must contact Circle Society to discuss remuneration.

19.2) Remaining funds after account termination (fraud/AML/violation of terms)

Circle Society maintains full custody of the funds and user data/information which may be turned over to the authorities in event of account suspension/closure arising from fraud investigations, AML investigations or violation of Circle Society's Terms (eg. trading on Circle Society from a sanctioned country).

20) Dispute Resolution

Circle Society reserves the right to resolve issues and disputes at its sole discretion. Some issues include infringement of others' rights, violation of laws and regulations, abnormal trades and others not explicitly mentioned in the Terms. Users agree to bear the costs arising from the process of dispute resolution.

21) Service fees

Circle Society reserves the rights to levy service fees on users who use its services. It is in the discretion of Circle Society to adjust the service fees charged to users using its services.

22) Provision of Service

Circle Society will provide Circle Society Service at an “as is” and “commercially available” condition, and does not offer any form of warranty with regards to the Service’s reliability, stability, accuracy and completeness of the technology involved. Circle Society serves merely as a venue of transactions where coin-related information can be acquired and coin-related transactions can be conducted. Circle Society cannot control the quality, security or legality of the coin involved in any transaction, truthfulness of the transaction information, or capacity of the parties to any transaction to perform their obligations under the rules. You must carefully consider the associated investment risks, legal status and validity of the transaction information and investment decisions prior to your use of the Circle Society Services provided.

23) Limitation of Liability

You acknowledge and agree, Circle Society shall not be liable for any of your losses caused by any of the following events, including but not limited to:

- Losses of profits, goodwill, usage or data or any other intangible losses
- Use or failure to use Circle Society Service
- Unauthorized use of your account or unauthorized alteration of your data by third parties
- Your misunderstanding of Circle Society Service
- Any other losses related to Circle Society Service which are not directly attributable to Circle Society

In no event shall Circle Society be liable for any failure or delay of service resulting from regular network maintenance or external factors such as power failure, natural disaster, service provider-side problems or governmental acts.

In no event shall Circle Society be liable to you or any third party for any direct, indirect, special, incidental, consequential, exemplary or punitive damages or any loss, theft, disappearance, or damages for lost profits, lost revenues, lost data or other intangible losses that result from the use of, inability to use, or unavailability of the services, regardless of the form of action and whether or not we knew that such damage may have been incurred.

In no event shall Circle Society be liable to you or any third party for any damage, loss or injury resulting from hacking, tampering, virus transmission or other unauthorized access or use of the services, your the circle society account, or any information contained therein. in no event will our liability for any damages arising in connection with the services exceed the fees earned by us in connection with your use of the services during the 6 month period immediately preceding the event giving rise to the claim for liability.

the foregoing limitations of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

24) Indemnification

You agree to indemnify and hold harmless Circle Society, its affiliates, contractors, licensors, and their respective directors, officers, employees and agents from and against any claims and damages (including attorneys' fees, fines or penalties imposed by any regulatory authority) arising out of your breach or our enforcement of this Agreement. This shall also apply to your violation of any applicable law, regulation, or rights of any third party during your use of the Circle Society Service.

You agree to indemnify The Circle Society, its affiliated and related entities, and any of its officers, directors, employees and agents from and against any claims, costs, losses, liabilities, damages, expenses and judgments of any and every kind (including, without limitation, costs, expenses, and reasonable attorneys' fees) arising out of, relating to, or incurred in connection with any claim, complaint, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises or relates to:

- 36. any actual or alleged breach of your representations, warranties, or obligations set forth in these Terms;
- 37. your wrongful or improper use of the Services;
- 38. the products or services sold by you through the Services, including but not limited to any claims for false advertising, product defects, personal injury, death or property damage; or
- 39. any other party's access or use of the Services with your account information.

You agree to indemnify Circle Society and its entirety of affiliates and hold them harmless from and against all third party claims except from Circle Society's breach of these Terms. As mentioned in description of services, Circle Society strives its best to maintain the data integrity on its site but does not guarantee the information and services provided in its platform. Circle Society will not be liable for errors arising from the use of its services.

25) Announcements

Please be aware that all official announcements, news, promotions, competitions and airdrops will be listed on <http://www.circlesociety.com> where we urge all users to refer to regularly. Circle Society will not be held liable or responsible in any manner of compensation should users incur personal losses arising from ignorance or negligence of the announcements.

26) Compliance with local laws

It is the responsibility of the user to abide by local laws in relation to the legal usage of Circle Society in their local jurisdiction. Users must also factor, to the extent of their local law all aspects of taxation, the withholding, collection, reporting and remittance to their appropriate tax authorities. All users of Circle Society and any of its services acknowledge and declare that the source of their funds come from a legitimate manner and are not derived from illegal activities. Circle Society maintains a stance of cooperation with law enforcement authorities globally and will not hesitate to seize, freeze, terminate the account and funds of users which are flagged out or investigated by legal mandate.

27) Description of services

Circle Society provides an online digital asset platform (crypto to crypto) for products commonly known as cryptographic tokens, digital tokens or cryptographic currency. Circle Society is a cryptocurrency Trust Provider. Circle Society enables you to use your cryptocurrency with others to facilitate a profitable venture using cryptocurrency as payment for goods or services, and process cryptocurrency payments that we receive from the Purchaser. We are not a crypto exchange, wallet, or a place to purchase or sell cryptocurrencies. Our Services are only available to individuals that purchase a plan or service. By using the Services, you authorize us to act as your agent so we may receive, hold and disburse funds on your behalf and to take any and all actions that we think are necessary to provide these Services and to comply with applicable law. Circle Society does not provide fiat trading capabilities on its platform and as such is not subjected to the stringent regulations that come with it. Circle Society is not a market maker. Members must register and open an account with Circle Society and deposit digital assets with the commencement of a trust plan. Members may request the withdrawal of their digital assets, subject to the limitations as stated in the Terms and Conditions.

Circle Society strives to maintain the accuracy of information posted on its website however it cannot guarantee the accuracy, suitability, reliability, completeness, performance or fitness for purpose of the content through the website, and will not accept liability for any loss or damage that may arise directly or indirectly from the content. Information on Circle Society website can be subjected to change without notice and is provided for the primary purpose of facilitating users to arrive at independent decisions. Circle Society does not provide investment or advisory advice and will have no liability for the use or interpretation of information as stated in its website or other communication mediums. All users of Circle Society must understand that there are risks involved in trading. Circle Society encourages all users to exercise prudence and trade responsibly within their own means.

By using Circle Society and any of its services, you declare that all information to Circle Society in connection with these Terms are true, accurate and complete.

27.1) Private Club

This is a private club and as such members accounts can be suspended or terminated at any time for investigation or violation or for any reason as defined by the Circle Society

27.2) Rollover

A Rollover occurs when a member or support staff uses a payout to purchase into a new plan, immediately after the system completes maturance, and before it enters the blockchain. This will supersede the payout, and any excess funds will be queued to the blockchain for payout. All rollovers are manually performed by our Circle Society Support staff, and may take 24 to 48 hours to be completed.

27.21) Automatic Rollovers

On every members Dashboard Page, a “Rollover” button is located to the right of the active plans. Clicking “Rollover” (prior to the plans payout), submits the payout to Rollover into a new plan (once it matures), as opposed to entering the blockchain queue. This happens before it enters the blockchain cue, saving you time by bypassing the blockchain process all together. This makes growing more coins faster and more efficient.

40. Automatic Rollovers must be selected in advance of the payout being submitted to the blockchain queue. If a payout is received, prior to rollover selection, then the payout cannot be rolled over and the member must purchase a new plan.
41. After selecting a automatic rollover plan, any surplus coin remaining will automatically and by default, rollover into a “Lucky 888” plan, and cannot be submitted to the blockchain queue, for a payout.

27.3) Payouts

27.31) Amounts

Payout amounts are estimates only based on multiple factors, and Circle Society can not be held liable for any variances in payout amounts

27.32) Maturance

At the full maturance of a purchased plan, the service will stop, and a payout will be delivered to the blockchain queue. The amount of time it takes for a payout to process in the blockchain is depending on workload, and efficiency of the blockchain system. Once in the blockchain, Circle Society has no access to the currency in process or to expedite the payout process. This process can take approximately from 1 to 10 business days

(excluding weekends & holidays). Because of these restrictions, Circle Society cannot offer firm payout dates, and Circle Society can not be held liable for any delays derived from processing times of funds within the blockchain, or late fees. The payouts enter the blockchain queue at the 11:59 pm PST or end of each business day.

28) Third Parties

In using the The Circle Society website, you may be offered services, products and promotions provided by third parties. If you decide to use these third-party services, you do so at your own risk and are solely responsible for reviewing, understanding and complying with the associated terms and conditions. We expressly disclaim any liability for the third-party services and are not responsible for the performance of the third-party services or servicers.

28.1) Collection & Use of Information

In order to provide the Services, we may share information about you and your The Circle Society account with third parties, including but not limited to your bank and Purchasers.

28.2) Verification of Your Identity

In order to verify the information you submit via the account registration process as detailed in Section 9 (Generally) we may request information from various third parties, including credit bureaus and identity verification services. By accepting these Terms you authorize us to retrieve information about you by using third parties and acknowledge we may have to share the information you have previously submitted to do so.

From time to time The Circle Society may engage third parties in order to assist in different aspects of the provision of our Services to you. You acknowledge and agree your use of the Services may require we share your information with these third parties who may need to review your eligibility to use the Services according to their own verification procedures.

28.3) Advertising

By written mutual consent, we may publish your corporate name, artwork, text and logo (Merchant Content) on the The Circle Society website and promotional materials to acknowledge you as our customer. You represent and warrant to us that you have the right to provide the Merchant Content to us, and that the use, copying, modification and publication of the Merchant Content by us: (a) will not infringe, violate or misappropriate any third party copyright, patent, trade secret or other proprietary rights, (b) will not infringe any rights of publicity or privacy, and (c) will not be defamatory or obscene or otherwise violate any law.

29) Security

We have implemented security measures designed to secure your information from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized persons will never gain access to your information, and you acknowledge that you provide your information at your own risk, except as otherwise provided by applicable law.

Agreement Conditions

30) Member Promotion or Advertising

Circle society does not allow any promotion on social media apps, websites, or email blasts. This includes personal blogs with public access, Social media apps, banners, email promotion. And any other form of marketing deemed inappropriate by Circle Society. Any postings found by any member will result in account suspension, and possible termination, pending Circle Society Investigation

31) Supported Cryptocurrency

Any supported cryptocurrency accepted by The Circle Society on your behalf must be settled to a cryptocurrency wallet that you provided. Payments in any of the supported cryptocurrencies are sent to a designated wallet address, at least once per calendar day. The Circle Society is not liable for any losses incurred as a result of improperly reported or designated wallet addresses that you provide.

32) Payment Descriptions

32.1) Underpayments

Underpayments occur when the Purchaser sends less than the full amount required to activate the plan. Since the plan is not fully paid or complete, the funds do not get applied to the plan, but will be sent to a holding wallet. The Purchaser must contact Customer Service to request a rollover of the funds instead of refunding the underpayment.

32.2) Overpayments

Overpayments occur when an Plan receives excess funds. In cases such as this, this plan passes through the state of being paid in full and is marked as an overpayment. Once the plan's status is "complete", the funds are marked "Paid In Full" and are sent to the purchaser. However, the excess funds are not applied, but will be sent to a holding wallet, and will require a support manager to be rolled into the system

The Purchaser must contact Customer Service to request a refund for the excess funds.

32.3) Orphan Payment

Orphan Payments occur when a transaction is received outside the time window referenced in Section 8.1 (Invoice Generation and Exchange Rate Guarantee). Any payments sent to the expired address may show up in The Circle Society's system as an orphan payment. For more information or to resolve orphaned payments, either you or the Purchaser will need to reach out to our support team with the appropriate information.

32.4) Unsupported Payments

For an overview of the currently supported cryptocurrencies, please refer to www.CircleSociety.com. Unless explicitly mentioned on our website or in our Terms, we do not support or process payments for UP. Purchasers should not pay any Circle Society plans or send UPs to a The Circle Society address. If a Purchaser transmits a UP, the Purchaser may lose any perceived value in the UP. Additionally, the Merchant and the Purchaser agree that The Circle Society assumes no responsibility whatsoever in respect to that UP and the Merchant and the Purchaser will not be able to recover the UP from The Circle Society. The Circle Society assumes absolutely no responsibility whatsoever in respect to UPs.

35) Certain Deferrals

If we need to conduct an investigation or resolve any pending dispute related to your The Circle Society account, we may delay settlement or restrict access to your funds while we do so. Additionally, we may delay settlement or restrict access to your funds if required to do so by law, court order or at the request of law enforcement.

36) Account Information

You will have access to account information detailing your transaction and settlement history through your member account. Should you identify an error, you must notify us within ten (10) calendar days of the posting.

37) Account Termination

37.1) Your Right to Close Your Account

These Terms apply only for as long as you use the Services. Once you cease using the Services, these Terms no longer apply, subject to Section 42 (Survival). You may close your The Circle Society account at any time. You will still be obligated to us for any fees incurred, if applicable, before the closure and we will remit to you funds not yet paid to you and associated with pre-closure sales. If your account balance is below our documented minimum transfer amount, you may be responsible for any applicable transactions fees that may be incurred in the funds transfer.

37.2) Our Right to Close or Suspend Your Account

We may terminate your account, at our discretion, upon notice to you via email or phone communication. We may also suspend your access to the Services if we suspect that you have failed to comply with these Terms, pose an unacceptable fraud risk to us, or if you provide any false, incomplete, inaccurate or misleading information. We will not be liable to you for any losses that you incur in connection with our closure or suspension of your account. Additionally, if your merchant account does not have a paid transaction for more than twelve consecutive months, The Circle Society reserves the right to suspend your account, disabling processing capabilities.

37.3) Effect of Account Closure

If your The Circle Society account is closed, you agree:

- 42. to continue to be bound by these Terms, as required by Section 42 (Survival)
- 43. to immediately stop using the Services,
- 44. that the license provided under these Terms shall end,
- 45. that we reserve the right (but have no obligation) to delete all of your information and account data stored on our servers, and
- 46. that we shall not be liable to you or any third party for termination of access to the Services or for deletion of your information or account data.

38) No Warranties

Circle Society provides services on an “as is” and “as available” basis, and your use of the services is at your own risk. To the maximum extent permitted by applicable law, we provide the services without warranties of any kind, whether express or implied (including, without limitation, warranties of merchantability, fitness for a particular purpose, or non-infringement). Without limiting the foregoing, we do not warrant that the services (and our website): will operate error-free or that defects or errors will be corrected; will meet your requirements or will be available, uninterrupted or secure at any particular time or location; are free from viruses or other harmful content. We do not endorse, warrant, guarantee or assume responsibility for any product or service offered or advertised by a third party through the services or through our website, and we will not be a party to nor monitor any interactions between you and third-party providers of products or services.

39) Miscellaneous

39.1) Taxes

You are responsible for determining any and all taxes assessed, incurred, or required to be collected, paid, or withheld for any reason in connection your use of our software and services ("Taxes"). You also are solely responsible for collecting, withholding, reporting, and remitting correct Taxes to the appropriate tax authority. We are not obligated to, nor will we determine whether Taxes apply, or calculate, collect, report, or remit any Taxes to any tax authority arising from any transaction.

If in a given calendar year you receive more than \$20,000 in gross amount of payments and more than 200 payments, The Circle Society will report annually to the Internal Revenue Service, as required by law, your name, address, employer identification number, the total dollar amount of the payments you receive in a calendar year and the total dollar amount of the payments you receive for each month in a calendar year.

39.2) Complaints

If you have any complaints, feedback or questions, kindly contact us thru the support page on <http://www.circlesociety.com> and we will, in our best efforts, try to help resolve it for you.

Each issue, concern or complaint, must be submitted separately and given its own support ticket.

39.3) Assignment

You may not transfer or assign these Terms, or any rights granted by these Terms. You agree and acknowledge that we may assign or transfer these Terms.

39.4) Severability

Should any provision of these Terms be determined to be invalid or unenforceable under any law, rule, or regulation, such determination will not affect the validity or enforceability of any other provision of this Agreement.

39.5) Waivers

Our failure to assert any right or provision in these Terms shall not constitute a waiver of such right or provision, and no waiver of any term shall be deemed a further or continuing waiver of such or other term.

39.6) Entire Agreement

This Agreement including the Privacy Policy referenced herein, represent the entire understanding between us and you with respect to the matters discussed. Headings are included for convenience only, and shall not be considered in interpreting these Terms.

39.7) Notices

You agree to accept communications from us in an electronic format, and agree that all terms, conditions, agreements, notices, disclosures or other communications that we provide to you electronically will be considered to be "in writing".

39.8) Force Majeure

Neither you nor we will be liable for delays in processing or other non-performance caused by such events as fires, telecommunications, utility, or power failures, equipment failures, labor strife, riots, war, nonperformance of our vendors or suppliers, acts of God, or other causes over which the respective party has no reasonable control; provided that the party has procedures reasonably suited to avoid the effects of such acts.

40) Governing Law; Arbitration

This Agreement will be governed by and construed in accordance with the laws of the State of Nevada, USA without reference to conflict of law or choice of law provisions, and applicable federal law (including the Federal Arbitration Act). If a disagreement or dispute in any way involves the Services or these Terms and cannot be resolved between you and us with reasonable effort, the disagreement or dispute shall be resolved exclusively by final and binding administration by the American Arbitration Association ("AAA"), and will be conducted before a single arbiter pursuant to the applicable Rules and Procedures established by the AAA. You agree that the arbitration shall be held in the State of Georgia, or at any other location that is mutually agreed upon by you and us. You agree that the arbiter will apply the laws of the State of Nevada, USA consistent with the Federal Arbitration Act, and will honor and agree to all applicable statutes of limitation. You agree that, unless prohibited by law, there shall be no authority for any claims to be arbitrated on a class or representative basis, and arbitration will only decide a dispute between you and us. Arbitration proceedings must be initiated within one (1) year after the disagreement or dispute arises. If any part of this Arbitration clause is later deemed invalid as a matter of law, then the remaining portions of this section shall remain in effect, except that in no case shall there be a class arbitration.

41) Amendment

We may update or change these Terms from time to time by posting the amended Terms on our website. Such updates or changes shall be effective at the time of posting. If you continue to use the Services after we provide notice of such changes, your continued use

constitutes an acceptance of the amended Terms and an agreement to be bound by them. If you do not agree to the amended Terms, you must close your The Circle Society account per the termination section of this agreement and discontinue your use of the Services.

Circle Society reserves the right to modify or change the terms and conditions of the agreement at any time and at its sole discretion. Circle Society will provide notice of these changes by updating the revised Terms of Use on the webpage and changing the “[Last revised:]” date on this page. Any and all modifications or changes to the Terms of Use will be effective immediately upon being announced on the website or released to users. As such, your continued use of Circle Society’s services acts as acceptance of the amended agreement and rules.

42) Survival

The provisions of Sections , 29 (Security), 3 (Intellectual Property), 28.3 (Advertising), 35 (Certain Deferrals), 24 (Indemnification), 38 (No Warranties), 23 (Limitation of Liability), and 40 (Governing Law; Arbitration) shall survive the termination of these Terms.

43) Privacy Policy

Circle Society may announce and amend its privacy policy on the platform of Circle Society from time to time and the privacy policy shall be an integral part of this Usage Agreement. The latest version of the Privacy Policy which has included the GDPR can always be found here on this page (<https://www.Circle Society.com/statement.html>).

© 2019 ALL RIGHTS RESERVED The Circle Society.

BTC	<div>Weekly BTC 7 Consecutive Days Returns 149,000% Min 0.25, Max 300.00 BTC</div> <div>Daily 30 Consecutive Days Returns 5.00% Min 0.25, Max 500.00 BTC</div> <div>Year Of The Pig 38 Consecutive Days Returns 188.00% Min 0.88, Max 88.88 BTC</div> <div>Yearly 90 Consecutive Days Returns 145.00% Min 10.00, Max 1,500.00 BTC</div>
-----	---

Offical CS Channel

The night would not be a complete night without a good plan
Behold the latest creation

Coin Funding Trading Commune

Or

The CFTC plan

100%

In 18 business days

.5 BTC Fixed

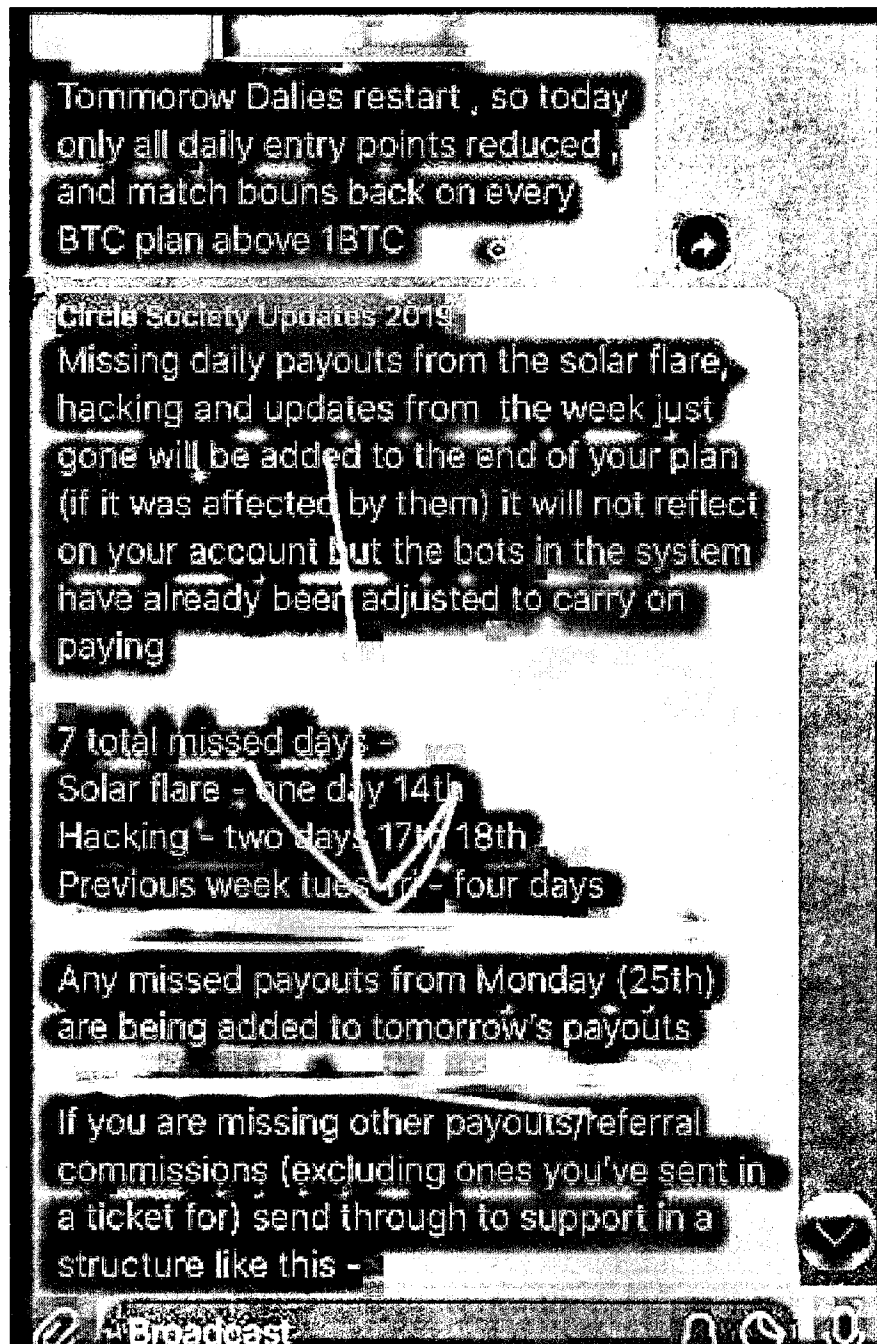
Pm @techman2020

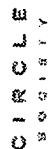
If you want to start your CFTC plan

And have a fantastic night

Admin

209 Techman 2020, 9:39 PM





HOME AROUND - CONTACT US PLANS PRODUCTS - LOG OUT

BCH/USD	32.26	2.04 (-6.31)	ETH/USD	164.67	1.35 (-0.94)	LTC/USD	74.229	0.235 (-0.52)	XRP/USD	0.335	0.001 (-0.001)
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USA WEEKLY PLANS 747

USA ACTIVE USERS 944

<p>Weekly BIC 27 Business Days Recurring \$3,000 Min 2500 - Max 10000 BIC Return 12.50% per annum Monday - Friday</p>	<p>No commission plan 27 Business Days Recurring 2000 BIC Min 2000 - Max 10000 BIC Return 12.50% per annum Monday - Friday</p>	<p>Year Of The Pig 28 Business Days Recurring 1200 BIC Min 1000 - Max 2500 BIC Return 12.50% per annum Monday - Friday</p>	<p>The Power of 3 30 Business Days Recurring 2000 BIC Min 2000 - Max 2500 BIC Return 12.50% per annum Monday - Friday</p>
--	---	---	--

<p>Circle Society plans</p>	<p>Are Mo. Plan Transfer</p>	<p>Are Mo. Plan Deposit</p>
<p>Are Mo. Plan Withdrawal</p>	<p>Are Mo. Plan Withdrawal</p>	<p>Are Mo. Plan Withdrawal</p>

Exhibit 24 - Declaration of Participant 5

**DECLARATION OF KAMERON POLLOCK
PURSUANT TO 28 U.S.C § 1746**

I, Kameron Pollock, hereby make the following declaration based upon my personal knowledge:

1. My name is Kameron Pollock, and I am 24 years of age. I reside in Dana Point, California, and work as a freelance photographer.
2. I first became aware of David Saffron ("Saffron") in approximately early-January 2018 through my friend Nathan Van Tuyl ("Van Tuyl").
3. I understood from Mr. Van Tuyl that Mr. Saffron was offering an investment opportunity through the deposit of bitcoin ("BTC"). Mr. Van Tuyl represented that Mr. Saffron was an experienced and successful trader. Mr. Van Tuyl also represented that Mr. Saffron was soliciting BTC deposits for trading and would double the value of my BTC within forty-eight hours.
4. On January 4, 2018, I provided Mr. Saffron with 2.5 BTC from my electronic bitcoin wallet to an Exodus wallet. Mr. Van Tuyl provided me with the Exodus wallet information, and I believed that this Exodus wallet belonged to Mr. Saffron. A true and correct copy of my wallet documentation for my January 4, 2018 deposit is attached as Exhibit 1 (SDKD-Pollock-3).
5. In early-January 2018, 2.5 BTC was worth approximately \$36,000-\$37,500. Based on Mr. Van Tuyl's representations, I believed that Mr. Saffron would double my BTC deposit through trading and return my BTC with profits within one week.
6. Later in January 2018, I asked Mr. Van Tuyl to request the return of my BTC from Mr. Saffron, but I did not receive any BTC back. From approximately January 2018 through March 2018, I repeatedly requested that Mr. Saffron return my BTC deposit and any profits via phone calls, text messages, and e-mails to Mr. Van Tuyl.
7. To date, I have never received the return of any BTC from Mr. Saffron or anyone working on his behalf. Further, I do not know what Mr. Saffron did with my BTC.
8. Sometime in late-February 2018, I, along with other customers of Mr. Saffron, retained an attorney, J. Owen Murrin ("Murrin"), to help us obtain the return of our BTC from Mr. Saffron.
9. In March 2018, I, along with other customers of David Saffron, signed a complaint letter written by Mr. Murrin to the State Bar of California regarding a California-licensed attorney named David Kagel who was working with Mr. Saffron. Mr. Kagel claimed to have unrestricted access to Saffron's BTC wallet containing customer deposits and promised to return customer deposits from Mr. Saffron's wallet. Mr. Kagel did not return any of my BTC. I was duped by both Mr. Saffron and Mr. Kagel. A true and correct copy of the letter from Mr. Murrin to the State Bar of California dated March 2, 2018 is attached as Exhibit 2 (SDKD-Murrin-24). Although the date of my signature appears electronically as "3/5/2017," the date I signed was March 5, 2018.

I declare under penalty of perjury that the foregoing is true and correct.

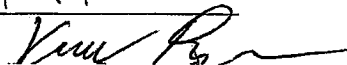
Executed on 3/27/2019
Kameron Pollock 

Exhibit 25 - Declaration of Participant 13

**DECLARATION OF BRETT J. MARSHALL
PURSUANT TO 28 U.S.C § 1746**

I, Brett J. Marshall, hereby make the following declaration based upon my personal knowledge:

1. My name is Brett J. Marshall, Esq. and I have dual residency with Las Vegas, Nevada and Hawthorne, California. I am 51 years old and work as a solo-practicing lawyer. I am currently an active attorney licensed to practice law in the State of Nevada.
2. I first became aware of David Saffron ("Saffron") in approximately early 2018 through my friend Samarth Verma ("Verma"). Verma also introduced me to Ryan Lyden ("Lyden"). I understood that Lyden was a blockchain forensic expert working for Saffron. Based on representations from Verma and Lyden, I understood that Saffron was offering a cryptocurrency investment opportunity through the deposit of bitcoin ("BTC").
3. During the period of approximately May 2018 through December 2018, I was invited by Verma to at least two of Saffron's social gatherings at his rented mansion(s) in Los Angeles, California. Over 60 people attended the first gathering and Saffron provided catered food and drinks. I met Lyden at this event. There was a second gathering that Verma, Lyden, and I went to at a different mansion Saffron rented in Los Angeles, CA (Hollywood Hills) where there were approximately 35 people in attendance.
4. At one of the social gatherings referenced above in paragraph 3, Saffron introduced me to his staff, including a security detail and engineers, who were allegedly living together with Saffron at his rented mansion(s). I personally had a conversation with "Chris," one of Saffron's security guards. Saffron also showed me multiple computers, screens, and "security-cameras." During this social gathering, Saffron also explained that he was kidnapped sometime in 2017-2018 and that was why he needed the level of security he had. Although the meeting was social in nature, Saffron solicited me to invest with him by explaining his "super trading algorithm" simultaneously run by multiple computers.
5. Sometime in August 2018, I was in Las Vegas, Nevada for personal reasons and attended a dinner hosted by Saffron at Jean Georges Steakhouse in the ARIA Casino & Hotel where Lyden and approximately 10 other individuals were present. During dinner, I heard Saffron talking to Lyden about how he had just received a text from an investor who would be investing approximately \$6-8 million worth of BTC with Saffron. Upon hearing this statement from Saffron, Lyden seemed to be very excited because he would allegedly be receiving a 10% referral fee of up to \$800,000 from Saffron for this large investment. At the end of the dinner meeting, Saffron paid the entire bill, which I believe totaled approximately \$10,000 - \$12,000, with his personal credit card.
6. Based on representations made by Saffron, Verma, and Lyden, I understood the following:
 - a. Saffron was offering a cryptocurrency investment opportunity through the deposit of BTC;



- b. Saffron was in possession of a "super trading algorithm," which automatically traded cryptocurrencies based on certain patterns on more than 20 different indexes based all over the world, and represented that his trades were correct 72% - 75% of the time;
 - c. Saffron was buying and selling options on cryptocurrencies, mostly BTC but also Ethereum ("ETH") and Litecoin ("LTC"), on different markets all over the world; and
 - d. Saffron offered a referral program whereby he promised to pay investors a commission for any new investor they referred. Specifically, Saffron promised to pay investors 10% of the total amount of BTC that any new investor made.
7. Sometime in July 2018, I learned that investors who invested with Saffron in 2017 and 2019 were having difficulty getting back their promised profits from him. I further learned that Saffron had run Bitcoin Wealth Management around June 2017 and was running Omnicron Trust ("Omnicron") around July 2018. As such, I decided not to invest any of my funds with Saffron in 2018.
8. On or around July 2018, Verma informed me that Saffron was considering changing the name of Omnicron as other companies had used this same name. From July 2018 to February 2019, a different website was developed (www.circlesociety.com) and Circle Society, Corp. ("Circle Society") was formed.
*Note: This website has been "down for maintenance" since approximately July 1, 2019.
9. Circle Society is a Domestic Corporation that was filed in the State of Nevada on September 6, 2018, Entity Number E0419242018-7, Nevada Business ID NV20181639895.
10. On or about November 28, 2018, I purchased one (1) BTC from a cryptocurrency exchange called Coinbase. A true and correct copy of my Coinbase documentation is attached as Exhibit 1.
11. In February 2019, Verma represented that Saffron had Circle Society operational and began actively soliciting many other individuals, including myself, to invest with Saffron. Verma also represented that he had begun working directly for Saffron in some type of "consulting" role. Although I do not know how and what amount of funds and/or BTC Saffron actually paid Verma, I do know that Saffron paid Verma a 10% referral fee for any new investors he solicited, which included myself.
12. Sometime in February 2019, Verma opened a Circle Society account in my name and transferred 0.75 BTC to the account so that I would have my own account with Circle Society. This initial investment was transferred from Verma's existing Circle Society account and placed in my new Circle Society account. This initial investment was placed in a "Plan" that offered a 240% return in 70 days; however, I was never paid any returns from Saffron for this investment.

RDm

13. On February 20, 2019, I invested in Circle Society's daily plan by transferring one (1) BTC from my Coinbase account to a BTC wallet address I obtained from the Circle Society website. The transfer appears as 0.99995623 BTC, as I did not account for the .00004377 transfer fees. A true and correct copy of my Coinbase documentation for this transaction is attached as **Exhibit 2**.
14. I understood from the representations made on Circle Society's website and by Saffron that the daily plan I invested in promised daily returns of 5% per day for 30 days, thus, and investor would make a 150% return on his/her investment in 30 days. Throughout the following months, there were a variety of investment returns offered the circlesociety.com website, including, but not limited to, a matching program plus interest wherein one could invest one (1) BTC, and Circle Society would match your investment and pay investors 5% per day on top of the matching investment.
15. After my initial February 20, 2019 investment, I began receiving approximately five percent (.05) of a BTC each day in daily returns totaling approximately one (1) BTC over the course of 20 days. These deposits were sent to my Coinbase.com account.
16. As previously stated, Circle Society was offering the "Match" programs on or about March 10, 2019. As such, I reinvested the BTC that had been paid out to my account by investing 0.5 BTC on March 10, 2019, and another half 0.5 BTC on March 11, 2019.
17. As the "Match" programs continued, on or about March 21, 2019, I purchased 3 BTC from an individual named "Jesse." Jesse was promoted through the Telegram instant messaging service ("Telegram") that Circle Society utilized as an easy and fast means to purchase BTC. I was provided a cell phone number for Jesse, 682-556-7397, and reached out to him to purchase BTC. I was instructed by Jesse (Last name unknown) to wire money to a bank account that he controlled. As such, I went to Wells Fargo Bank and performed a wire transfer of \$12,300 from my personal Wells Fargo Bank account to a bank account in the name of Hydra Auctions, LLC ("Hydra"). It is my understanding that the Hydra account, which lists an address as 1201 SE 4th Ave, Mineral Wells, Texas, is a business account that Jesse controlled. A true and correct copy of my Wells Fargo Bank wire documentation for this transaction is attached as **Exhibits 3 & 4**.
18. On March 21, 2019 and approximately two (2) hours after I wired the funds to Jesse noted above in paragraph 17, I received three (3) BTC into my Coinbase account. On this same day, I then transferred these three (3) BTC from my Coinbase account to a BTC wallet address I obtained from the Circle Society website. A true and correct copy of my Coinbase documentation for these transactions is attached as **Exhibits 5 & 6**.
19. On or about March 22, 2019, I purchased three (3) additional BTC from my Coinbase account and transferred them to a BTC wallet address I obtained from the Circle Society website. Again, it was during this time Circle Society was offering the "Match" program wherein your investment would be matched and receive a 5% daily return on your investment. Thus, my investment of three (3) BTC would be matched to total six (6)

POW

BTC, all of which would earn 5% per day for thirty (30) days. Further, my Coinbase documentation shows a transfer of 3.32 BTC which consisted of the 3 BTC I purchased noted above plus an additional 0.32 BTC which was part of the payouts I previously received from Circle Society. I decided to also send this residual amount (0.32 BTC) as Circle Society promised a Match during this time, wherein my 3.32 BTC investment would mean I would automatically get credited an additional 3.32 BTC from this single investment, thus gaining a daily 5% return on two investments of 3.32 BTC. A true and correct copy of my Coinbase documentation for this transaction is attached as Exhibit 7.

20. From my initial investment on February 20, 2019 through March 26, 2019, I had personally invested into numerous "Daily Plans" offered by Circle Society that promised a 5% daily payout. I personally invested a total of seven (7) BTC into 5% daily plans and continually reinvested all payouts. I continually rolled what I believed to be profits back into Circle Society daily plans to take full advantage of compounding interest and Circle Society's matching (or doubling) the promised return if I rolled back my previous profits received.
21. On or about March 26, 2019 to present, all Circle Society investment plans stopped paying any daily returns and I have repeatedly asked Saffron via Telegram to return my BTC deposits and any profits.
22. On or about March 27, 2019, I attended a party with Lyden held at Saffron's rented mansion in the Hollywood Hills of California. Lyden introduced me to an individual named Justin Baraglia ("Baraglia"). During my conversation with Baraglia, I learned the following:
 - a. Baraglia was part of a group of investors who provided approximately \$8 million worth of BTC to Saffron, referenced above in paragraph 5;
 - b. Baraglia was very "heated" about Saffron not returning any of his BTC deposit and/or profits; and
 - c. Baraglia commented that he received a payment from Saffron sometime in March of 2019; however, it was less than 5% of what he invested.
23. Shortly after I stopped receiving BTC payments from Saffron, he posted several messages via Telegram to myself and other Circle Society investors whereby he made the following claims on why he was unable to provide anyone their returns:
 - a. At the end of March 2019, there was a "solar flare" for two days that interrupted all of his electronic computer equipment;
 - b. There were too many BTC transactions in Circle Society's daily plans which "jammed" his computer server(s), and therefore, Circle Society was unable to handle all of the payments due to investors;



- c. Saffron needed more time because he was working on developing his own payment system called "super node," which would facilitate payment between investors and Circle Society;
 - d. "Russian Hackers" attempted to attack the Circle Society website and all payments to investors stopped while securing the website;
 - e. The cryptocurrency exchanges which held the BTC were slow to release coin and/or unwilling to release coin; and
 - f. Saffron had been negotiating a large payment of BTC through one cryptocurrency exchange, KUCoin, to which he claimed he was owed approximately 15,000 BTC.
24. From approximately May 2019 through the present, Saffron has made promises via Telegram to provide all investors their returns once he receives a very large "balloon" payout from KuCoin, a cryptocurrency exchange located in Singapore; however, to my knowledge, no investor has received any payment.
25. Around April of 2019, Saffron made attempts to sell new daily plans, promising that this time payouts would work and some people did invest; however, I did not. To my knowledge, payouts only occurred for approximately three days. Since this time, Saffron has attempted to sell other plans, but very few investors showed any interest.
26. Saffron also heavily promoted another BTC investment through a company called VitaeAurum ("VA"). He praised this company on the Circle Society Telegram feed and suggested VA had been around for about 17 months and looked like a solid company. Saffron highly encouraged investors to invest in VA, promoted a "Referral Link" on the Telegram feed, and boasted about getting hundreds of people under his referral. VA was supposed to pay out returns and/or profits to investors on or about August 1, 2019; however, no such payments have been paid. I have not invested in VA; however, it is my understanding that many people did. Lastly, there are a group of Circle Society investors, including myself, that strongly believe VA was also owned by Saffron primarily due to the fact that the VA website (www.vitaeaurum.com) was created on March 26, 2019, which is the exact same date that Circle Society ceased all payouts to investors.
27. From March 26, 2019 to date, I have not received any further returns of my BTC from Saffron. As of approximately July 15, 2019, my Circle Society account shows that I am owed a return of 35 BTC. However, on or about the end of July 2019, Saffron gave everyone a 30% increase because we are all waiting on getting paid. This brings the amount I am owed to 43.65 BTC which includes my initial 7 BTC investment.
28. Through my review of the messages posted via Telegram, it is my understanding that Saffron made the following representations:
- a. Saffron is holding approximately 23,590 BTC;



- b. Saffron used approximately 60 different Telegram account names to promote himself and Circle Society, and to attempt to control the flow of Telegram conversations, much of the time, praising Saffron and/or Circle Society staff; and
 - c. Saffron has had a "liquidity problem" due to his "tied-up cryptocurrencies with Exchanges" and has relocated from expensive mansion rentals in the Los Angeles, California area to Las Vegas, Nevada where the rent for "mansions" was cheaper than the rent in California.
29. I am aware of at least three other individuals who invested with Saffron and/or Circle Society:
- a. Dr. Robert Negheim – it is my understanding that Dr. Negheim resides in Irvine, CA, is a good friend of Verma, and invested approximately \$140,000 worth of BTC with Saffron;
 - b. Dan Kimbel – it is my understanding that Mr. Kimbel resides in Kentucky and invested BTC with Saffron; however, I do not know the amount of BTC that Mr. Kimbel invested at this time; and
 - c. Theodore Howard – it is my understanding that Mr. Howard resides in Washington, DC and invested BTC with Saffron; however, I do not know the amount of BTC that Mr. Howard invested at this time.

I declare under penalty of perjury that the foregoing is true and correct.

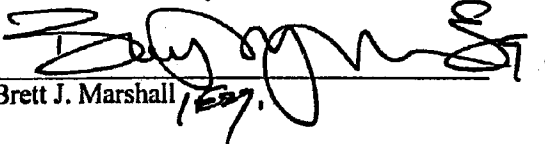
Executed on August 9, 2019

Brett J. Marshall

EXHIBIT 1



Eric Marshall <erimz@gmail.com>

Your BTC purchase is now available to trade (\$4,372.85 USD)

Message

Coinbase <info@coinbase.com>
To: erimz@gmail.com

Wed, Nov 28, 2018 at 11:52 AM



Your BTC is now available to trade on Coinbase

You can trade your BTC immediately on Coinbase. You can send your BTC off of Coinbase starting on Dec 4, 2018.

Reference ID	K5FHJQ74
Payment method	Chase - JOLTA ACCOUNT *****0136
Date	November 28, 2018
Amount	1.00000000 BTC
Exchange rate	@ \$4,308.65 / BTC
Subtotal	\$4,308.65
Coinbase Fee	\$64.20
Total	\$4,372.85

Exhibit 1

Set Up a Recurring Buy

<https://mail.google.com/mail/u/0/?ik=5800825561&view=pt&search=all&permid=thread-f43a1618408617857938776&siml=msg-f43a16184086178...> 1/2

Scanned by CamScanner

SDKD-Marshall-0000000004_0008

EXHIBIT 2

8/7/2019

Gmail - You just sent 0.99995623 BTC to [REDACTED] ryrN



Brett Marshall <bjmlaw@gmail.com>

You just sent 0.99995623 BTC to [REDACTED] ryrN
1 message

Coinbase <no-reply@coinbase.com>
To: bjmlaw@gmail.com

Wed, Feb 20, 2019 at 6:04 PM



You just sent
0.99995623 BTC (\$3,921.02 USD)

Congratulations! You have successfully sent 0.99995623 BTC to [REDACTED] ryrN. You can view transaction details in your Coinbase account. To facilitate this transaction, you paid 0.00004377 BTC (\$0.17 USD) in network fees.

[View Transaction](#)

Attached message:

Brett Marshall

Get the latest Coinbase App for your phone

Exhibit 2

<https://mail.google.com/mail/u/0?ik=58ee825591&view=pt&search=all&permthid=thred-f%3A1626042174142093841&simpl=msg-f%3A16260421741...> 1/2

EXHIBIT 3

Wire Transfer Services

Outgoing Wire Transfer Request

Today's Date: 03/21/2019
 Banker Name: ANA MARTINEZ
 Banker Phone: 310/973-6279
 Branch Number: 04517
 Banker AU: 0000845
 Wells Fargo Reference Number: FW0000845080820391
 Officer/Portfolio Number: A2882
 Banker MAC: E2146-011

Outgoing wires can only be sent for Wells Fargo customers. Provide the Customer Copy to the customer ensuring you give them the Wire Transfer Agreement on pages 3
 Wells Fargo Wire Transfer Services will route wires based on correspondent banking relationships. See the Wire Transfer Information for explanations of the Mexican CL
 SWIFT BIC, the International Routing Code ("IRC"), Indian Financial System Code (IFSC) and the International Bank Account Number ("IBAN").

Originator's Information

Originator Name: BRETT MARSHALL
 Primary ID Type: PINV
 Primary ID Description: PIN Validation
 Primary ID State/Ctry/Prov: NV
 Primary ID Issue Date: 02/23/2016
 Primary ID Expiration Date: 02/21/2024
 Secondary ID Type: DLIC
 Secondary ID Description: 3554
 Secondary ID State/Country: NV
 Secondary ID Issue Date: 02/23/2016
 Secondary ID Expiration Date: 02/21/2024
 Street Address: [REDACTED]
 Address Line 2: [REDACTED]
 Address Line 3: [REDACTED]
 City: HENDERSON
 State: NV
 ZIP/Postal Code: [REDACTED]
 Country: US
 Home Phone: 702/415-6637
 Business P: [REDACTED]

Wire Amount and Source of Funds

Create AU: 0000845
 Amount (US Dollars): \$12,300.00
 Debit Wells Fargo Account: 6400
 Bank/COD: 00114

Beneficiary/Recipient Information (This is the ultimate recipient of the wire transfer funds)

Beneficiary/Recipient Name: HYDRA AUCTIONS LLC
 Beneficiary Account Number/IBAN (Foreign)/CLABE (Mexico): 3406
 Purpose of Funds: [REDACTED]
 Additional Instructions: MINING CONSULTANT
 Name/Address Line 1: 1201 SE 4 TH AVE
 Name/Address Line 2: [REDACTED]
 Name/Address Line 3: MINERAL WELLS, TX, US
 Beneficiary Phone Number: [REDACTED]

Customer Copy

WTR6603 (9-18 SVP)

EXHIBIT 4

8/7/2019

109364.jpeg

Wire Transfer Services

Outgoing Wire Transfer Request

Today's Date: 08/31/2019
 Banker Name: ARA MARTINEZ
 Banker Phone: 310-973-6279
 Branch Number: 04517
 Banker ID: 0000845
 Wire Transfer Reference Number: 060000845080820392
 Office/Portfolio Number: 02332
 Banker MAC: 02146-011

Outgoing wires can only be sent for Wells Fargo customers. Provide this Customer Copy to the customer ensuring you give them the Wire Transfer Agreement on page 2. Wells Fargo Wire Transfer Services will route wires based on correspondent banking relationships. See the Wire Transfer Information for explanations of the American Express (AMEX), the International Routing Code (IRC), Jackson Financial System Code (JFSC) and the International Bank Account Number (IBAN).

Originator's Information

Originator Name: BRETT MARSHALL
 Primary ID Type: PINV
 Primary ID Description: PIN Validation
 Primary ID Issue Date: 02/23/2016
 Primary ID Expiration Date: 02/21/2024
 Secondary ID Type: DLIC
 Secondary ID Description: 3554
 Secondary ID Issue Date: 02/23/2016
 Secondary ID Expiration Date: 02/21/2024
 Street Address: [REDACTED]
 Address Line 2: [REDACTED]
 Address Line 3: [REDACTED]
 City: HENDERSON
 State: NV
 Country: US
 ZIP/Postal Code: [REDACTED]
 Home Phone: 702/415-6631
 Business Phone: [REDACTED]

Wire Amount and Source of Funds

Credit Account: 0000845
 Amount (US Dollars): \$12,300.00
 Debit Wells Fargo Account: 6400
 Bank/COD: 000114

Beneficiary/Recipient Information (This is the ultimate recipient of the wire transfer funds)

Beneficiary/Recipient Name: HYDRA ACTIONS LLC
 Beneficiary Account Number (SWIFT) / CLASE (Mexico): 0400
 Purpose of Funds: [REDACTED]
 Name/Address Line 1: 1201 S 2nd Ave
 Name/Address Line 2: [REDACTED]
 Name/Address Line 3: MINERAL WELLS, TX, US
 Beneficiary Phone Number: [REDACTED]
 Additional Instructions: MINERAL CONSULTANT

Customer Copy

WMA0000183411

Exhibit 4

EXHIBIT 5

8/7/2019

Gmail - You just received 2.9352 BTC



Brett Marshall <bjmlaw@gmail.com>

You just received 2.9352 BTC

1 message

Coinbase <no-reply@coinbase.com>
To: bjmlaw@gmail.com

Thu, Mar 21, 2019 at 1:03 PM



You just received
2.9352 BTC (\$11,656.85 USD)

You just received 2.9352 BTC (\$11,656.85 USD) from an external Bitcoin account. It may take up to 6 network confirmations before your Bitcoin is available to trade.

Sign in to view transaction

Get the latest Coinbase App for your phone



To stop receiving these emails, unsubscribe from this list.

© Coinbase 2019

Exhibit 5

EXHIBIT 6

8/7/2019

Gmail - You just sent 3.0000 BTC to [REDACTED] SWtn



Brett Marshall <bjmlaw@gmail.com>

You just sent 3.0000 BTC to [REDACTED] SWtn
1 message

Coinbase <no-reply@coinbase.com>
To: bjmlaw@gmail.com

Thu, Mar 21, 2019 at 2:22 PM



You just sent
3.0000 BTC (\$11,932.64 USD)

Congratulations! You have successfully sent 3.0000 BTC to [REDACTED] SWtn. You can view transaction details in your Coinbase account. To facilitate this transaction, you paid 0.00003968 BTC (\$0.16 USD) in network fees.

[View Transaction](#)

Attached message:

Brett Marshall

We're committed to keeping your funds secure. If you believe your account activity is unauthorized, you can disable sign-in for your account.

I wish to disable sign-in for my Coinbase account

Exhibit 6

<https://mail.google.com/mail/u/0?ik=58ee825591&view=pt&search=all&permthid=thread-f%3A1628651767372034616&simpl=msg-f%3A16286517673...> 1/2

EXHIBIT 7

8/7/2019

Gmail - Your BTC purchase is now available to trade (\$12,238.47 USD)



Brett Marshall <bjmlaw@gmail.com>

Your BTC purchase is now available to trade (\$12,238.47 USD)

1 message

Coinbase <no-reply@coinbase.com>
To: bjmlaw@gmail.com

Tue, Mar 19, 2019 at 11:32 AM

**Your BTC is now available to trade on Coinbase**

You can trade your BTC immediately on Coinbase. You can send your BTC off of
Coinbase starting on Mar 22, 2019.

Reference code	ULMABH93
Payment method	Wells Fargo - WAY2SAVE... *****6400
Date	March 19, 2019
Amount	3.00000000 BTC
Exchange rate	@ \$4,019.60 / BTC
Subtotal	\$12,058.79
Coinbase Fee	\$179.68
Total	\$12,238.47

Exhibit 3[Set Up a Recurring Buy](#)<https://mail.google.com/mail/u/07ik=58ee825591&view=pt&search=all&permthid=thread-f%3A1628459885505648887&simpl=msg-f%3A16284598855...> 1/2

8/7/2019

Gmail - You just sent 3.3200 BTC to [REDACTED] MbKX



Brett Marshall <bjmlaw@gmail.com>

You just sent 3.3200 BTC to [REDACTED] MbKX
1 message

Coinbase <no-reply@coinbase.com>
To: bjmlaw@gmail.com

Fri, Mar 22, 2019 at 2:49 AM



You just sent
3.3200 BTC (\$13,203.66 USD)

Congratulations! You have successfully sent 3.3200 BTC to [REDACTED] MbKX. You can view transaction details in your Coinbase account. To facilitate this transaction, you paid 0.0000149 BTC (\$0.06 USD) in network fees.

[View Transaction](#)

Attached message:

Brett Marshall

Want free Bitcoin? Invite your friends!

Exhibit 7

<https://mail.google.com/mail/u/0?ik=58ee825591&view=pt&search=all&permthid=thread-f%3A1628698726407522652&simpl=msg-f%3A16286987264...> 1/2

Exhibit 26 - Declaration of Participant 14

**DECLARATION OF RICHARD WELKER
PURSUANT TO 28 U.S.C § 1746**

I, Richard Welker, hereby make the following declaration based upon my personal knowledge:

1. My name is Richard Welker, and I reside in Tempe, Arizona. I am 33 years old and work as an electrical engineer for Alphacore, Inc. in Arizona.
2. I first became aware of Circle Society Corp. ("Circle Society") sometime in October 2018 through my brother-in-law, Michael Woods ("Woods"), who also lives in Arizona. Woods first came to learn of Circle Society through someone from his church in Arizona, who had met Circle Society's founder at some point.
3. Sometime in December 2018, I was at a family gathering in Arizona with Woods and others. During this gathering, Woods represented that Circle Society was offering an investment opportunity through the deposit of bitcoin ("BTC"). Woods also represented that he had provided Circle Society with approximately 1 BTC sometime in October 2018.
4. In March 2019, Woods represented that he received a small amount of what he believed were BTC profits from Circle Society. Woods subsequently rolled those BTC into another Circle Society BTC investment plan. I understood from Woods that he invested a total of approximately 4-5 BTC with Circle Society.
5. Sometime in April 2019, I decided to invest in Circle Society's daily investment plan and provided Circle Society approximately 37 Ethereum ("ETH"), which at the time was worth approximately 0.55 BTC or \$5,500 (USD), from my electronic ETH wallet to a ETH wallet address I obtained from the Circle Society website. It was also at this time that I learned from the Telegram instant messaging service ("Telegram") that David Saffron ("Saffron") was the sole principal of Circle Society and I believed that the ETH wallet address on Circle Society's website belonged to Saffron. A true and correct copy of my Circle Society account documentation for my April 2019 investment is attached as Exhibit 1.
6. I understood from the representations made on Circle Society's website and by Saffron via Telegram that the daily plan I invested in promised daily returns of 5%.
7. Approximately five business days after my initial April 2019 investment, I received returns totaling approximately 15 ETH, which at the time was worth approximately 0.55 BTC. These returns were sent from Circle Society's ETH wallet address to my personal ETH wallet address. A true and correct copy of my Circle Society account documentation for the returns I received is attached as Exhibit 1.
8. After receiving the above-referenced ETH returns from Saffron, I rolled a total of approximately 0.55 BTC into Circle Society's weekly investment plan; however, shortly

after converting to the weekly plan I stopped receiving any BTC and/or ETH payments from Saffron and/or Circle Society.

9. Shortly after I stopped receiving BTC payments from Saffron, he posted several messages via Telegram to myself and other Circle Society investors claiming that he was unable to provide anyone their returns because too many investors purchased Circle Society daily plans. According to Saffron, the volume of daily plans “jammed” the company’s computer server(s), and therefore, Circle Society was unable to handle all of the payments due to investors.
10. To date, I have not received any further returns of my BTC or ETH from Saffron. As of approximately May 24, 2019, my Circle Society account shows that I am owed a return of 2.36 BTC. A true and correct copy of my Circle Society account documentation showing the BTC that Saffron promised to return to me is attached as Exhibit 2.
11. Circle Society offered a referral program whereby Saffron promised to pay investors a commission for any new investor they referred. Specifically, Saffron promised to pay investors 10% of the total amount of BTC that any new customer provided Circle Society. I spoke with one individual who was interested in the Circle Society investment opportunity; however, that individual never invested.
12. From approximately May 2019 through the present, I repeatedly requested that Saffron return my BTC deposit and any profits via Telegram. Saffron continuously promised that he would pay me the BTC he owed me; however, instead of providing me with returns or principal, he provided numerous excuses, including but not limited to, the Circle Society server issue noted above in paragraph 9.
13. Based on Telegram messages posted by Saffron and other investors, and based on podcast recordings uploaded by Saffron via Buzzsprout,¹ I learned the following:
 - a. Saffron created a chat room via Telegram which had approximately 500-600 members; however, only a couple hundred members actively posted messages;
 - b. Shortly after many investors complained via the Telegram chat room of not receiving their returns from Circle Society, Saffron prohibited everyone but himself from posting any messages to the chat room;
 - c. Saffron admitted to using approximately 60 different Telegram account names, some of which he used as aliases in order to pretend to be satisfied investors that received their profits from Saffron;
 - d. Saffron used one of his 60 Telegram aliases, “Zack Hunter,” to solicit investors for a new cryptocurrency investment opportunity he is allegedly offering called Vitae Aurum, which required U.S. customers to login to the company’s website, www.vitaeaurum.com, through a European virtual private network (“VPN”);

¹ Buzzsprout, www.buzzsprout.com, is a podcast hosting platform.

- e. Saffron is considering moving to Europe in order to focus on his Vitae Aurum investment operation; and
 - f. Saffron appears to owe at least 30 investors a total of approximately \$13 million.
14. Through my review of the messages posted via Telegram and Saffron's various Buzzsprout podcasts, it is my understanding that Saffron made the following representations:
- a. Circle Society has approximately 600-800 investors;
 - b. Saffron has pooled more than \$100 million worth of BTC; and
 - c. Saffron trades cryptocurrency on 16 different exchanges including, but not limited to, KuCoin, Coinbase, and Kraken.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

7/10/19

Richard Welker

Richard Welker

EXHIBIT 1



**CIRCLE
SOCIETY**

HOME ABOUT US CONTACT US PLANS PRODUCTS LOG OUT

166.95 -1.55 (2.000) LTC/USD 76.073 -2.00 (2.000) XRP/USD 316624.29 -1624.29 (1624.29) BCH/USD 266.33 -266.33 (266.33) ETH/USD 1666.67 -1666.67 (1666.67) BTC/USD 1666.67 -1666.67 (1666.67)

Profile Information

Name: Richard Welker
E-mail: rwelker928@gmail.com
Phone: 4807893737

Affiliate Link: <https://circlesociety.com/?affiliate=af-5ca3bd3f00dbb>

Referrals: See my Referrals

Telegram @ name RFdevil

Read More About Getting Refunds:

Original Investment: 0.55 BTC



**CIRCLE
SOCIETY**

Your Wallets

BTC Wallet Address: [REDACTED] WJTU

Your Plans

Plan Name	Amount	Est Bot End Date	Payouts Left	Return Amount	Rollover
Weekly BTC	0.1358 BTC	2019-05-01 12:00:00	-	0.1833 BTC	-
Weekly BTC	0.3380 BTC	2019-05-01 12:00:00	-	0.4563 BTC	-
Weekly BTC	0.7244 BTC	2019-05-01 12:00:00	-	0.9779 BTC	-
Weekly BTC	0.5500 BTC	2019-04-15 08:02:11	-	0.7425 BTC	-

EXHIBIT 2

Profile Information**Name:** Richard Welker**E-mail:** rwelker928@gmail.com**Phone:** 4807893737**Affiliate Link:** <https://circlesociety.com/?affiliate=af5ca3bd3f00dbb>**Referrals:** See my Referrals**Telegram @ name:** Empty**Read More About Getting Refunds:****Original Investment:** 0.55 BTC**Download App**

Please E-mail Completed W9 To: w9@circlesociety.com

Your Wallets**BTC Wallet Address:** [REDACTED] WJTL**Your Plans****Plan Name****Balance Due****Amount**

2.3600 BTC

Est Bot End Date

2019-05-10 03:46:43

Payouts Left

--

Return Amount

2.3600 BTC

Rollover

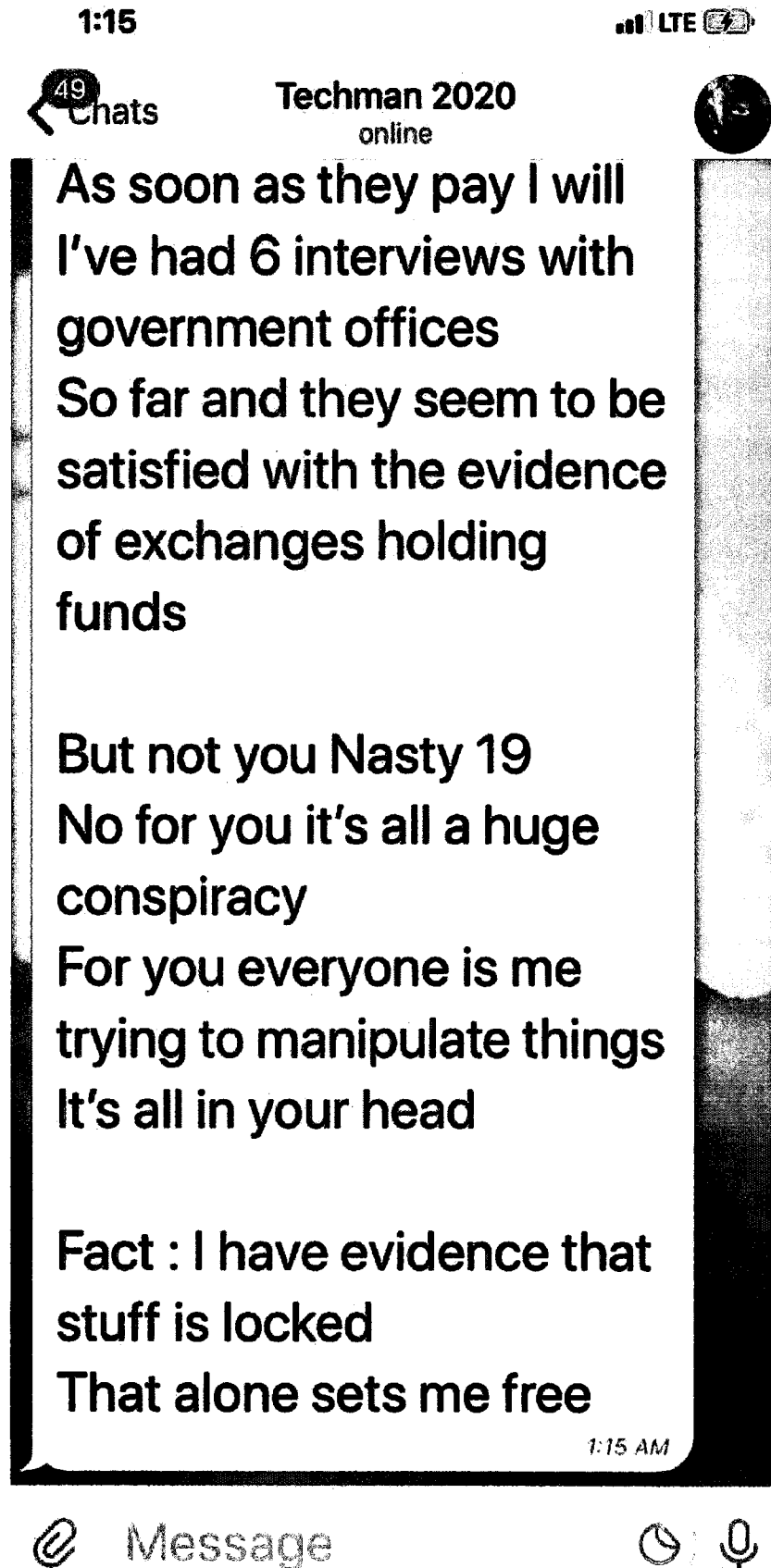
--

* Bot ends 24 hours after plan ends

**CIRCLE
SOCIETY**

Exhibit 27 - Materials Produced by Participant

Exhibit 27 - Materials Produced by Bryan Harrison



1:19

LTE

49 Chats

Techman 2020
online

That alone sets me free

1:15 AM

Good provide the evidence

And oh what happened to
the mysterious balloon
payment? Ummmm

1:16 AM ✓✓

George Malik at CTFC has
it

And FBI has it as of last
week

They both seem to be
satisfied

Since I'm still here and not
arrested

So again the stuff is being
held

Message

